

# West Chester

— OHIO —

## Trustees Meeting Agenda October 11, 2022

### Trustees

Mark S. Welch, Chair  
Ann Becker  
Lee Wong

### Fiscal Officer

Bruce Jones  
Administrator  
Larry D. Burks

### 5:00 P.M. Regular Meeting

#### Mr. Welch

- Convene
- Roll Call
- Pledge

### Executive Session

Property, personnel & pending litigation with Legal Counsel

### Citizen's Comments

(2 minutes per person limited to a total of 10 minutes)

#### Mr. Welch

### Presentations

None

#### Mr. Welch

### Action Items – For approval by motion

- A. Motion to approve Trustee Meeting Minutes - September 27, 2022
- B. Motion to approve payment of bills - September 16, 2022 through September 29, 2022

#### Mr. Burks

### Requisitions – Greater than \$7,500.00

- |             |              |  |
|-------------|--------------|--|
| 1. Adm      | \$ 69,135.41 | Frost Brown Todd LLC - Legal Services through August 31, 2022 (various departments)                          |
| 2. Fire     | \$ 19,102.00 | Path Master, Inc. - Purchase equipment for pre-emption lighting control devices (CIP# 1678)                  |
| 3. Fire     | \$ 9,486.00  | Capitol Electric Line Builders - Install pre-emption lighting control devices (CIP# 1678)                    |
| 4. Police   | \$ 14,964.73 | Thales DIS USA, Inc. - Purchase maintenance agreement for Automated Fingerprint Identification System (AFIS) |
| 5. Services | \$ 12,000.00 | Northedge Steel LLC - Install dugouts at Keehner Park baseball fields (CIP# 1460)                            |
| 6. Services | \$ 10,500.00 | World Fuel Services dba Lykins Energy Solutions - Purchase diesel tank for Safety Service Center             |

October 11, 2022

**Mr. Burks**

**Personnel Items**

- 7. Adm Accept various employee resignations per attached report
- 8. CIT Hire Kayla Madden to the position of Communications Officer/Dispatcher effective October 11, 2022 at the biweekly rate of \$1,945.83
- 9. CIT Hire Madison Leader to the position of Communications Officer/Dispatcher effective October 17, 2022 at the biweekly rate of \$2,137.21

**Mr. Burks**

**Business Items**

- 10. Adm Motion to approve contract and premium rates for medical insurance coverage with Aetna for January 1, 2023 through December 31, 2023; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract
- 11. Adm Motion to approve contract and premium rates for dental insurance coverage with Delta Dental for January 1, 2023 through December 31, 2023; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract
- 12. Comm Dev Motion to declare two properties public nuisances; 6964 Forest View Court and 7560 Lake Meadow Court
- 13. Comm Dev Motion to approve Resolution 28-2022 authorizing the acceptance of the proposed Agreed Entry resolving the West Chester Township Board of Trustees' case against Angela McCoy, et al
- 14. Police Motion not to object to a new D1 liquor permit for Flame India Restaurant Inc dba Flame India Restaurant, 9446 Water Front Drive
- 15. Police Motion to approve agreement between West Chester Township Board of Trustees and The City of Oxford for participation in the Butler County OVI Task Force; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
- 16. Police Motion to reapply for the Ohio Attorney General's Ohio Law Enforcement Body Armor Program Grant; and, authorize Township Administrator to accept said grant if awarded
- 17. Police Motion to approve agreement between West Chester Township Board of Trustees and the Butler County Sheriff's Office for mutual aid services; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
- 18. Services Motion to approve Statutory Resolution 29-2022 declaring surplus items for disposal

**First Reading of Resolutions & Reading of Emergency Resolutions**

- 19. 1<sup>st</sup> Reading Resolution 30-2022 approving a Zoning Map Amendment from R-1A to R-PUD for Case #ZMA04-22 – Anderson Farm (To be read at public hearing)

**Citizen's Comments**

**Second Reading & Vote on Pending Resolutions & Vote on Emergency Resolutions**

**Discussion Items & Elected Official Comments**

**Adjourn**

**Public Hearing 7:00 P.M.**

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Trustee Meeting Minutes - September 27, 2022

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**Record of Proceedings: September 27, 2022**  
**West Chester Township Board of Trustees - Regular Meeting**

Convene: Chairperson Welch convened the meeting at 5:00 p.m.  
Roll Call: Mr. Welch and Mrs. Becker responded. Mr. Wong was absent.  
Pledge of Allegiance: Repeated by those present.

Recess to Executive Session

At 5:02 p.m., Mr. Welch motioned to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of: (1) Conference with an attorney for the Township concerning disputes involving the Township that are the subject of pending or imminent court action; (2) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment; (3) Details relative to the security arrangements and emergency response protocols for the Township or a department of the City. Motion seconded by Mrs. Becker. Mr. Welch said the Board would return to adjourn the Executive Session and to resume the Regular meeting. Discussion: none. **Motion carried.** Mr. Welch declared the meeting in recess.

Post Executive Session/ Adjournment

**MOTION** made at 6:01 p.m. by Mrs. Becker to adjourn the Executive Session and resume the September 27, 2022 Regular meeting, seconded by Mr. Welch. Discussion: none. **Motion carried.**

Citizen's Comments

There were no citizen's comments.

Presentations

West Chester Fire Chief Rick Prinz, West Chester Fire Department commented on strategies for families in the event of a fire while receiving the Proclamation for Fire Prevention Week.

Action Items – For Approval by Motion

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve the Trustee Meeting Minutes for September 13, 2022. Discussion: none. **Motion carried.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve payment of bills from August 26, 2022 through September 15, 2022. Discussion: none. **Motion carried.**

Mr. Burks submitted the following requisitions greater than \$7,500:

Requisitions – Greater than \$7,500.00

1. CIT \$90,786.50 CentralSquare Technologies - Renew annual license and support of public safety software
2. CIT \$62,524.49 Dell Marketing L.P. - Replace Township storage area network (CIP# 1440)
3. CIT \$16,852.46 Dell Marketing L.P. - Purchase 18 computers and 12 monitors (CIP#s: 1431, 1432, 1433, 1434, 1436, 1437, 1438, 1439)
4. Police \$126,091.00 Cincyautos, Inc. - Purchase three police vehicles (CIP# 1409)
5. Police \$39,094.00 Tri-State Public Safety - Purchase and install equipment to outfit two police vehicles (CIP# 1409)
6. Police \$8,832.00 Great Oaks Career Campuses - Pay tuition for Police Academy
7. Services \$79,750.00 David Dgebuadze dba Cincinnati Ceramic Coating, Inc. – Repaint Muhlhauser Barn (CIP# 1295)
8. Services \$65,000.00 Architectural Reclamation, Inc. - Repair Keehner Park Log Cabin (CIP# 1604)

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve payment of requisitions 1 through 8. Discussion: In response to Mrs. Becker’s question, Chief Herzog said the township had previously been credited by Great Oaks for a previous tuition, and this agenda item is for a new tuition. In response to Mrs. Becker’s question, Community Development Director Aaron Wiegand commented on restoration of the log cabin in Keehner Park. Mr. Welch expressed his appreciation for use of Rhino Shield for repainting the Muhlhauser Barn. **Motion carried.**

#### Personnel Items

Mr. Burks introduced The Personnel Items consisting of, (1) creating the position of GIS/IT Manager and hire Andrew Dannemiller to said position effective September 19, 2022 at the biweekly rate of \$2,692.31; (2) Hire Zackary Dillow to the position of Police Officer effective October 3, 2022 at the biweekly rate of \$2,521.34; (3) Hire Arun Hindupur to the position of Public Works/Community Services Director effective October 11, 2022 at the biweekly rate of \$4,615.38. These were identified on the agenda as Personnel Items 9, 10, and 11 respectively.

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Personnel Items 9, 10, and 11. Discussion: The Trustees each expressed praise for the West Chester Police Department and the service performed by police officers. **Motion carried.**

**Thereupon Fiscal Officer Jones administered the Oath of Office** to Mr. Dillow, accompanied by Police Chief Herzog and Assistant Police Chief Rebholz.

#### Business Items

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to approve Statutory Resolution 26-2022 finding four police vehicles are not needed and unfit for use; and, authorizing the sale of said vehicles at public auction. Discussion: none. **Motion carried.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Services Agreement between West Chester Township Board of Trustees and Axon Enterprise, Inc., not to exceed \$231,841.74; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: Mrs. Becker invited Chief Herzog

to the lectern where he commented on the status/updates and effect of the current use of body worn cameras. He said they are receiving new cameras. **Motion carried.**

### First Reading of Resolutions & Reading of Emergency Resolutions

Mr. Burks read Resolution No. 27-2022 amending the Township 2022 permanent appropriations and declaring an emergency and dispensing with the second reading. The Board had no questions.

### Citizen's Comments

There were no citizen's comments.

### Second Reading & Vote on Pending Resolutions & Vote on Emergency Resolutions

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to declare Emergency Resolution No. 27-2022 an emergency and dispense with the second reading. Discussion: none. **Motion carried.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Resolution No. 27-2022 as read and already declared an emergency. Discussion: none. **Motion carried.**

### Discussion Items & Elected Official Comments

In response to Mrs. Becker's request, Fire Chief Prinz gave an update on Ohio Taskforce One. He commented on the deployment of fire personnel to Florida.

Mr. Jones expressed his appreciation for body cams given a recent experience in which an incident was reported on social media that exaggerated the incident, as evidenced for the police officer's body cam. Mr. Jones also suggested that recycling bins could be located to the rear of the administration building, outside the dispatch center where they would receive continuous monitoring. Lastly, he suggested the township needs to be more vigilant in enforcing potential nuisance violations in order to protect residential neighborhoods. At Mr. Welch's request, Community Development Director Wiegand commented on the nuisance process and additional considerations. The Trustees discussed means for expediting the process. Mr. Wiegand said they could discuss how proactive the Board wants his department to be in enforcing nuisance matters. It was agreed this is a matter for additional discussion.

Mr. Burks reinforced Chief Prinz's comments given the fire tragedy off Muhlhauser Road the previous week.

### Adjournment

**MOTION** made at 7:12 p.m. by Mrs. Becker, seconded by Mr. Welch, to adjourn the September 27, 2022 Regular meeting. Discussion: none. **Motion carried.**

**Respectfully Submitted,**

**Approved,**

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**Bruce Jones, Fiscal Officer**

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**Mark Welch, Chairperson**

**DRAFT**



# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve payment of bills - September 16, 2022 through September 29, 2022

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

REPORT PARAMETERS

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ORGANIZATION : 001  
BANK : 4  
PRINT BY : CHECK DATE  
SORT OPTION : CHECK #  
PRINT DETAILS : Y  
BEGINNING CHECK DATE : 09/16/22  
ENDING CHECK DATE : 09/22/22  
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP  
CHECK REGISTER  
DATE RANGE: 09/16/22 - 09/22/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS	TYPE INV VEND
TOTAL # OF ISSUED CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF WIRES:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF ACH CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF UNISSUED CHECKS:				0					

FUND TOTALS

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FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
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000		0.00	0.00
		=====	=====
	TOTAL -	0.00	0.00

REPORT PARAMETERS

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ORGANIZATION : 001  
BANK : 4  
PRINT BY : CHECK DATE  
SORT OPTION : CHECK #  
PRINT DETAILS : Y  
BEGINNING CHECK DATE : 09/23/22  
ENDING CHECK DATE : 09/29/22  
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 09/23/22 - 09/29/22

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	INVOICE #	TYPE	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION		INV VEND	
4	82307	\$301.56	09/23/22	00615		4 ALTAFIBER			S OUTSTANDING
		175.31	101-AD00-5501-000-000000			779-0071 SEP 22	779-0071 SEP 22		
		126.25	210-FD00-5501-000-000000			682-2529 SEP 22	682-2529 SEP 22		
4	82308	\$528.94	09/23/22	00087		5 BUTLER COUNTY WATER & SEWER DEPARTMENT			S CLEARED
		8.47	101-PK04-5503-000-000000			7211 BARRETT 08/03/22-09/02/22	2013796 SEP 22		
		47.71	101-PK04-5503-000-000000			7411 BARRETT 08/02/22-09/02/22	2013795 SEP 22		
		79.63	210-FD00-5503-000-000000			7709 JOHN RD 08/02/22-09/02/22	2006330 SEP 22		
		23.47	101-AD00-5503-000-ACTCTR			7900 COX ROAD 08/04/22-09/07/2	2000153 SEP 22		
		29.00	101-AD00-5503-000-000000			9119 CIN-DAY RD 08/05/22-09/08	2000564 SEP 22		
		9.67	205-CE00-5503-000-000000			9119 CIN-DAY RD 08/05/22-09/08			
		3.78	207-TV00-5503-000-000000			9119 CIN-DAY RD 08/05/22-09/08			
		13.24	209-DS00-5503-000-000000			9119 CIN-DAY RD 08/05/22-09/08			
		13.24	210-DS00-5503-000-000000			9119 CIN-DAY RD 08/05/22-09/08			
		141.23	210-FD00-5503-000-000000			9119 CIN-DAY RD 08/05/22-09/08			
		52.29	101-AD00-5503-000-000000			9113 CIN-DAY RD 08/04/22-09/07	2000563 SEP 22		
		3.15	101-SV00-5503-000-000000			9113 CIN-DAY RD 08/04/22-09/07			
		7.56	207-TV00-5503-000-000000			9113 CIN-DAY RD 08/04/22-09/07			
		96.50	210-FD00-5503-000-000000			7588 TYLERS PLACE 8/5/-9/8/22	2002286 SEP 22		
4	82309	\$21.20	09/23/22	AD000		18 KELLIE BYRD			S CLEARED
		21.20	101-HR00-5604-000-000000			PATHWAY TO LEADERSHIP	BYRD 09/22/22		
4	82310	\$432.55	09/23/22	TV000		14 MONICA DEXTER			S CLEARED
		432.55	207-TV00-5341-000-000000			3CMA CONFERENCE-PORTLAND, OR	DEXTER 09/19/22		
4	82311	\$4717.00	09/23/22	00641		2 DUKE ENERGY			S CLEARED
		4717.00	507-LT03-5504-000-000000			WETHERINGTON GAS LIGHTS 2022	FRS-0045163		
4	82312	\$2238.68	09/23/22	01334		0 DUKE ENERGY			S CLEARED
		1119.21	210-FD00-5504-000-000000			7588 TYLERS PLACE 8/12-9/13/22	910117632260SEP22		
		1000.34	210-FD00-5504-000-000000			4850 DUFF DR 08/13/22-9/14/22	910119040434SEP22		
		19.87	101-PK04-5504-000-000000			7411 BARRETT 8/13/22-9/14/22	910118689401SEP22		
		18.93	101-PK04-5504-000-000000			7211 BARRETT 8/13/22-9/14/22	910117893186SEP22		
		80.33	101-PK04-5504-000-000000			7211 BARRETT 8/13/22-9/14/22	910117892680SEP22		
4	82313	\$30378.05	09/23/22	02788		0 HIGHTOWERS PETROLEUM CO.			S CLEARED
		30378.05	101-AD00-1106-000-000000			UNLEADED FUEL 8,498 GAL SEP 22	60792		
4	82314	\$93.18	09/23/22	RD000		56 CALEB KEELER			S CLEARED
		93.18	201-RD00-5317-000-000000			CLASS A CDL LICENSE RENEWAL	KEELER 9/14/22		
4	82315	\$48364.00	09/23/22	01214		0 KINGS FORD, INC.			S CLEARED
		23907.00	207-TV00-5706-000-000000			CIP 1752 2022 ESCAPE VIN 2887	22025190A		
		24457.00	101-AD00-5706-000-000000			CIP 1808 2022 ESCAPE VIN 1265	22025190B		
4	82316	\$86.26	09/23/22	PD000		153 ZACHARY LUENSMAN			S OUTSTANDING
		86.26	209-PD00-5341-000-000000			SELECT FIRE WEAPON INSTRUCTOR	LUENSMAN 9/8/22		
4	82317	\$104.18	09/23/22	PD000		152 JOHN SCRIMIZZI			S CLEARED

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 09/23/22 - 09/29/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS	
		104.18	209-PD00-5341-000-000000			SELECT FIRE RIFLE INSTRUCTOR	SCRIMIZZI 9/6/22			
4	82318	\$6557.93	09/23/22	00577		0 VERIZON WIRELESS			S OUTSTANDING	
		427.65	101-AD00-5502-000-000000			CELL PHONE 08/09/22-09/08/22	9915341983			
		238.61	101-CD00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		92.75	101-SV00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		605.66	203-RD00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		25.79	205-CE00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		51.58	207-SR00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		268.51	207-TV00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		76.01	209-DS00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		76.02	210-DS00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		2601.48	209-PD00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		1458.03	210-FD00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
		635.84	211-EM00-5502-000-000000			CELL PHONE 08/09/22-09/08/22				
4	82319	\$141.53	09/23/22	PK000		14 BARBARA WILSON			S CLEARED	
		141.53	207-TV00-5341-000-000000			3CMA CONF-PORTLAND, OR	WILSON 09/20/22			
4	165371	\$41.31	09/26/22	03174		0 AMAZON FULLFILLMENT SERVICES INC.			T CLEARED	
		20.66	209-DS00-5604-000-000000			SHADOW BOX, MOUNTING TAPE	17NQ-JPQM-9W3V			
		20.65	210-DS00-5604-000-000000			SHADOW BOX, MOUNTING TAPE				
4	99220103	\$9.48	09/23/22	00780		0 LOWES			W CLEARED	
		9.48	101-SV99-5356-000-000000			JIGSAW BLADE	901299-2022			
4	99220118	\$78.15	09/23/22	03159		0 CHARTER COMMUNICATIONS			W CLEARED	
		39.08	209-DS00-5506-000-000000			DIGITAL ADAPT 09/14-10/13/22	0198833 09/14/22			
		39.07	210-DS00-5506-000-000000			DIGITAL ADAPT 09/14-10/13/22				
4	99220119	\$82.17	09/23/22	00780		0 LOWES			W CLEARED	
		82.17	201-RD00-5354-000-000000			SEAN JAMES MAILBOX REPLACEMENT	902147-2022			
4	99220120	\$18.99	09/23/22	00780		0 LOWES			W CLEARED	
		18.99	101-SV99-5455-000-000000			DRILL BIT (1)	902724-2022			
TOTAL # OF ISSUED CHECKS:			13	TOTAL AMOUNT:			93,965.06			
TOTAL # OF WIRES:			4	TOTAL AMOUNT:			188.79			
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:			0	TOTAL AMOUNT:			0.00			
TOTAL # OF ACH CHECKS:			1	TOTAL AMOUNT:			41.31			
TOTAL # OF UNISSUED CHECKS:			0							

## FUND TOTALS

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FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
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101	GENERAL	56,102.26	0.00
201	TOWNSHIP MOTOR VEHICLE TAX	175.35	0.00
203	GASOLINE TAX	605.66	0.00
205	CEMETERY	35.46	0.00
207	MULTI-MEDIA & MARKETING	24,812.51	0.00
209	POLICE LEVY	2,940.91	0.00
210	FIRE LEVY	4,170.17	0.00
211	EMS	635.84	0.00
507	LIGHTING DISTRICT ASSESSMENTS	4,717.00	0.00
		=====	=====
	TOTAL -	94,195.16	0.00



# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Requisition Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Frost Brown Todd LLC - \$69,135.41- Legal Services through August 31, 2022 (various departments)

<b>Background:</b>
For legal services through August 31, 2022:
Administration            16,452.85
Roads                            1,137.50
Cemetery                    1,295.00
Police                         23,046.25
Fire                            26,059.71
UCB TIF                      1,046.60
747 TIF                        97.50
Total                          69,135.41

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222498	<b>Total Encumbrance:</b>	\$ 69,135.41

Invoice Date Invoice #	Primary Invoice 210310326 09/28/22	210311093A 9/26/22	Seven Star Overpaymen t						Total	Retainer	Total
<b>Department</b>											
Admin	25,692.55		-3,239.70						22,452.85	6,000.00	16,452.85
Mulhauser Barn	0.00								0.00		0.00
Roads	1,137.50								1,137.50		1,137.50
Cemetery	1,295.00								1,295.00		1,295.00
PIE	0.00								0.00		0.00
Police	6,841.25	16,205.00							23,046.25		23,046.25
Fire	26,059.71								26,059.71		26,059.71
EMS	0.00								0.00		0.00
DS	0.00								0.00		0.00
CBD TIF	0.00								0.00		0.00
UCB TIF	1,046.60								1,046.60		1,046.60
747 TIF	97.50								97.50		97.50
	<b>62,170.11</b>	<b>16,205.00</b>	<b>-3,239.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>75,135.41</b>	<b>6,000.00</b>	<b>69,135.41</b>

**Accounting Reconciliation of Primary Invoice**

101	101	201	205	207	209	210	211	209 / 210	217	218	219	FUND #
AD	PK11	RD	CE	PIE	PD	FD	EMS	DS	CBD TIF	UCB TIF	747 TIF	TOTAL
1,332.50		260.00	1,072.50		1,462.50	812.50				1,046.60	97.50	6,084.10
14,545.05		552.50	222.50		1,462.50	487.50						17,270.05
747.50		325.00			2,128.75	438.75						3,640.00
9,067.50					1,787.50	4,290.00						15,145.00
						1,367.00						1,367.00
						18,663.96						18,663.96
												-
												-
												-
<b>25,692.55</b>	<b>0.00</b>	<b>1,137.50</b>	<b>1,295.00</b>	<b>0.00</b>	<b>6,841.25</b>	<b>26,059.71</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,046.60</b>	<b>97.50</b>	<b>62,170.11</b>

**Frost  
Brown Todd** LLC  
ATTORNEYS

P.O. Box 5716  
Cincinnati, OH 45201-5716  
(513) 651-6800  
Facsimile (513) 651-6981  
www.frostbrowntodd.com

West Chester Township  
Attn: Mr. Ken Keim, Finance Director  
9113 Cincinnati-Dayton Road  
West Chester, OH 45069

Fed # 61-0722001  
September 28, 2022  
Bill # 210310326  
Account # 0091532

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For Professional Services Rendered Through August 31, 2022	61,816.00
Other Charges Through August 31, 2022	354.11
<b>TOTAL THIS BILL:</b>	<b>62,170.11</b>
Less Prepayments	9,239.70
<b>TOTAL THIS BILL:</b>	<b>52,930.41</b>

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All amounts are in USD

Please send remittance information to [AccountsReceivable@FBTLaw.com](mailto:AccountsReceivable@FBTLaw.com)

**Wire Transfer Information:**

Account Name: Frost Brown Todd LLC

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: [REDACTED] - Routing Number: [REDACTED] Swift Number: [REDACTED]

**Monthly Matter Summary  
For Services Rendered Through August 31, 2022**

<b>Matter #</b>	<b>Matter Description</b>	<b>Fees</b>	<b>Disbursements</b>	<b>PrePay Amount</b>	<b>Total</b>
		1,072.50	0.00	0.00	1,072.50
		4,517.50	0.00	0.00	4,517.50
		487.50	0.00	0.00	487.50
		14,202.50	342.55	0.00	14,545.05
		747.50	0.00	0.00	747.50
		1,462.50	0.00	0.00	1,462.50
		11,960.00	0.00	9,239.70	2,720.30
		1,044.00	2.60	0.00	1,046.60
		222.50	0.00	0.00	222.50
		4,290.00	0.00	0.00	4,290.00
		1,787.50	0.00	0.00	1,787.50
		1,367.00	0.00	0.00	1,367.00
		18,655.00	8.96	0.00	18,663.96
<b>Total</b>		<b>61,816.00</b>	<b>354.11</b>	<b>9,239.70</b>	<b>52,930.41</b>

**Frost  
Brown Todd** LLC  
ATTORNEYS

P.O. Box 5716  
Cincinnati, OH 45201-5716  
(513) 651-6800  
Facsimile (513) 651-6981  
www.frostbrowntodd.com

West Chester Township  
Attn: Mr. Ken Keim, Finance Director  
9113 Cincinnati-Dayton Road  
West Chester, OH 45069

Fed # 61-0722001  
September 26, 2022  
Bill # 210311093A  
Account # 0091532.0741255

Claim Number: [REDACTED]

RE: [REDACTED]

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For Professional Services Rendered Through August 31, 2022	16,205.00
<b>TOTAL THIS BILL:</b>	<b>16,205.00</b>
<b>TOTAL AMOUNT DUE:</b>	<b>16,205.00</b>

All amounts are in USD

Please send remittance information to [AccountsReceivable@FBTLaw.com](mailto:AccountsReceivable@FBTLaw.com)

**Wire Transfer Information:**

Account Name: Frost Brown Todd LLC

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: [REDACTED] Routing Number: [REDACTED] – Swift Number: [REDACTED]

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Requisition Item
<b>Submitted By:</b>	
Rick L. Prinz, Fire Chief	

<b>Motion:</b>
Path Master, Inc. - \$19,102.00 - Purchase equipment for pre-emption lighting control devices (CIP# 1678)

<b>Background:</b>
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This Capital Improvement Project was approved to allow the purchase of the equipment and install Pre-Emption at the following intersections:

- Tylersville at Tylers Place Blvd.
- Tylersville at Lesourdsville-West Chester.

A United States Fire Administration research publication titled "Emergency Vehicle Safety Initiative" recognized that injuries and fatalities to both citizens and firefighters were significantly higher if an emergency vehicle struck a civilian vehicle, and the times in which this probability increased were as the vehicles entered intersections. The severity of the injuries and probability of death also increased at intersections due to the perpendicular collision. One of the prevalent strategies shown in this report, as well as other data and research, is the installation of pre-emption devices which control the intersection prior to emergency vehicle entry.

In addition to increased safety, the pre-emption system decreases travel times to emergencies. A study conducted by Mid-Atlantic Universities Transportation Center in 2010 showed that the GPS based system we are asking to install reduced travel time by up to 31%.


These two intersections are an addition to the current inventory of intersections covered and have been identified as thoroughfares for our response travel routes on the east and north sides of the township, as these are potential travel routes for stations 75, 71, and 74 for incidents in the north and east portions of our township. Tylersville and Tylers Place Blvd is traveled for approximately 50% of station 75 calls, as the station is located on Tylers Place Blvd.

The Pre-emption hardware is sold by an area exclusive dealer of Pathmaster from Twinsburg, Ohio at a cost of \$17,602, thus competitive quotes are not included; \$1,500.00 was added for estimated shipping fees. Pathmaster utilizes Capital Electric Line Builders to complete the installs of the equipment at a cost of \$9,486.00.

At this time the West Chester Township Fire Department requests the Board approve PO# S222520 to Path Master, Inc. in the amount of \$19,102.00 to purchase the pre-emption lighting control devices and equipment for the intersections listed below. Please note that the Tylers Place intersection will be paid using TIFF funds.

- Tylersville at Tylers Place
- Tylersville at Les-Wes

Thank you for your consideration.

	<b>Budgeted Item:</b> Yes; Operational, CIP, TIF
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113	<b>CIP #:</b>	1678	
	<b>TIF Info:</b>	214 Tylers Place	
	<b>Purchase Order:</b>	S222520	<b>Total Encumbrance:</b> \$ 19,102.00



Path Master Inc.  
 1960 Midway Drive  
 Twinsburg OH 44087  
 United States

# Quote

Quote # C24348-REV1

9/22/2022

West Chester, City of

Randall W Hanifen, Ph.D.  
 West Chester, City of  
 Services Department  
 9113 Cincinnati Dayton Rd.  
 West Chester OH 45069  
 United States

**GTT GPS Preemption For  
 Tylersville Rd. & Tylers Place Blvd.  
 Tylersville Rd. & LeSourdsville West Chester Rd.**

Email: [rhanifen@westchesteroh.org](mailto:rhanifen@westchesteroh.org)

Phone: (513) 759-7237

Fax:

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	30 - 60 Days, ARO

Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
10.	2	EA	GTT/Opticom 764 Phase Selector	20G	\$3,728.00	\$7,456.00
20.	4	EA	Load Switch (If Required)	15	\$41.00	\$164.00
30.	2	EA	GTT/Opticom GPS/Radio Receiver With Side Of Strain Pole Mounting Bracket	20G	\$3,700.00	\$7,400.00
40.	200	FT	Cable for GTT/Opticom Model 3100 GPS Receiver	41	\$2.52	\$504.00
50.	4	EA	Dual LED Flood Light Confirmation Light Assembly With Span Wire Mounting Hardware	20	\$107.00	\$428.00
60.	2,000	FT	Signal Cable, IMSA 19-1-7B, # 14 AWG, 2 Conductor Stranded	41	\$0.365	\$730.00
70.	2	EA	2-Slot Preemption Rack Wired with Panel and 2 Load Switch Sockets	15	\$460.00	\$920.00

Load switches sold separately

Note: Quote is for materials only, does not include installation.

<b>Total</b>	<b>\$17,602.00</b>
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**NOTES:**

- 1) In The Event That The Customer Modifies, Or Attempts To Modify, This Proposal In Any Manner, Including For Quantity Or Types Of Equipment, Path Master, Inc., Reserves The Right To Amend Its Pricing At Its Discretion
- 2) In The Event That The Customer Delays Shipment Of The Equipment Or Delays Taking Delivery Of The Equipment From Path Master, Inc., Path Master, Inc. Reserves The Right To Charge A Storage Fee of 3%.





Path Master Inc.  
1960 Midway Drive  
Twinsburg OH 44087  
United States

# Quote

Quote # C24348-REV1

9/22/2022

**3) In The Event That The Customer Purchases Equipment From Another Supplier To Be Integrated With Path Master, Inc. Equipment, Path Master Inc. Reserves The Right To Charge Field Service Fees, If Requested To Perform The Integration Of Such Products, At Our Standard Field Service Rate of \$150 Per Hour With A Minimum Charge Of 3 Hours.**

**4) Freight Allowed Is Provided As On Shipment Of Entire Order. If Customer Requires Multiple Shipments, Path Master, Inc. Reserves The Right To Charge Extra Freight Fee As Applicable.**

**ORDERS ARE SUBJECT TO CREDIT APPROVAL**

X \_\_\_\_\_  
Authorized Signature

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Requisition Item
<b>Submitted By:</b>	
Rick L. Prinz, Fire Chief	

<b>Motion:</b>
Capitol Electric Line Builders - \$9,486.00 - Install pre-emption lighting control devices (CIP# 1678)

<b>Background:</b>
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This Capital Improvement Project was approved to allow the purchase of the equipment and install Pre-emption at the following intersections:

- Tylersville at Tylers Place Blvd.
- Tylersville at Lesourdsville-West Chester.

A United States Fire Administration research publication titled "Emergency Vehicle Safety Initiative" recognized that injuries and fatalities to both citizens and firefighters were significantly higher if an emergency vehicle struck a civilian vehicle, and the times in which this probability increased were as the vehicles entered intersections. The severity of the injuries and probability of death also increased at intersections due to the perpendicular collision. One of the prevalent strategies shown in this report, as well as other data and research, is the installation of pre-emption devices which control the intersection prior to emergency vehicle entry.

In addition to increased safety, the pre-emption system decreases travel times to emergencies. A study conducted by Mid-Atlantic Universities Transportation Center in 2010 showed that the GPS based system we are asking to install reduced travel time by up to 31%.


These two intersections are an addition to the current inventory of intersections covered and have been identified as thoroughfares for our response travel routes on the east and north sides of the township, as these are potential travel routes for stations 75, 71, and 74 for incidents in the north and east portions of our township. Tylersville and Tylers Place Blvd is traveled for approximately 50% of station 75 calls, as the station is located on Tylers Place Blvd.

The Pre-emption hardware is sold by an area exclusive dealer of Pathmaster from Twinsburg, Ohio at a cost of \$17,602, thus competitive quotes are not included; \$1,500.00 was added for estimated shipping fees. Pathmaster utilizes Capitol Electric Line Builders to complete the installs of the equipment at a cost of \$9,486.00.

At this time, the West Chester Township Fire Department requests the Board approve PO# S222521 to Capitol Electric Line Builders in the amount of \$9,486.00 to install pre-emption lighting control devices for the intersections listed below. Please note that the Tylers Place intersection will be paid for using TIFF funds.

- Tylersville at Tylers Place
- Tylersville at Les-Wes

Thank you for your consideration.

	<b>Budgeted Item:</b> N/A; Operational, CIP, TIF
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113	<b>CIP #:</b>	1678	
	<b>TIF Info:</b>	214 Tylers Place	
	<b>Purchase Order:</b>	S222521	<b>Total Encumbrance:</b> \$ 9,486.00



3150 Encrete Lane • Dayton., OH 45439 |

| Voice (937) 424-2550 • Fax (937) 297-1365

## QUOTE SHEET

To: Randall Hanifen  
Company: West Chester, OH  
# Of Pages: 2  
From: Steve Taulbee  
RE: 2022 GTT GPS Preemption Installation

Fax #  
Phone #  
Date: 9/17/2022

Please find attached our quotation for this project.

**The following clarifications apply to this quotation:**

- Quotation is valid for 30 days and is subject to receiving a contract with agreed terms and conditions or a Purchase Order.
  - Capital Invoices are to be paid in full upon completion of work within 30 days of date on invoice, with no retention withheld. Sales tax is *not* included. Performance bond (if required) is not included.
  - Work shall be performed during our normal work hours; premium time is excluded.
  - Maintenance of Traffic and Mobilization are included in the quote. Cost of LEO, if required, is not included.
  - Quote includes the installation of GTT GPS Preemption equipment, with LED confirmation lights, at the intersections of Tylersville Rd & Tylers Place Blvd and at Tylersville Rd & LeSourdsville W Chester Rd, West Chester is purchasing all preempt equipment and supplying to Capital Electric Line Builders for installation.
  - Quote assumes existing conduit from controller foundation to pole foundation, is in good condition and of adequate size to accommodate additional wiring for preemption.
- 
- **Please note: Capital Electric reserves the right to revise pricing if all quoted items are not awarded.**

Thank you for the opportunity,

Steve Taulbee (937) 604-6115

**CONFIDENTIALITY NOTICE:** The documents accompanying this transmission contain certain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entitled named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopy information is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone to arrange for the return of the document(s) to us. Thank you.

PROJ: 2022 GTT GPS Preemption Installation  
LOC: West Chester, OH  
EST: Steve Taulbee  
P.O. Box 1353, Dayton, OH 45401  
Tel: 937-424-2550 Fax: 937-297-1365

REF #	ITEM DESCRIPTION	QUANTITY	UNIT	BID PRICE	
				UNIT	TOTAL
1	Tylersville Rd & Tylers Place Blvd	1.00	LS	4,743.00	4,743.00
2	Tylersville Rd & LeSourdsville W Chester Rd	1.00	LS	4,743.00	4,743.00
GRAND TOTAL					\$9,486.00

# Purchase Order Requisition



The Board of Trustees  
**West Chester Township** Butler County  
 9113 Cincinnati Dayton Road  
 West Chester, Ohio 45069-3840

Requested By: A/C Hanifen

Date: 9/22/2022

PO #

Bill To: West Chester Township  
 9113 Cincinnati Dayton Road  
 West Chester, OH 45069

Area: Fire-EMS

Vendor No. Name: Capitol Electric

Quantity	Description <small>(2 lines, 35 characters each. If more space is needed, description can be entered in DESC1 Screen)</small>	Account #	Unit Price	Total
1	Install Pre-Emption Equipment at Tylersville Rd at Tylers Place Blvd		4743.00	\$ 4,743.00
1	Install Pre-Emption Tylersville at Lesourdsville-West Chester		4743.00	\$ 4,743.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Shipping/Freight	\$ -
			<b>Grand Total</b>	<b>\$ 9,486.00</b>

Approved by:   
 Title: Chief

Comments:

CIP 1678  
 Pending BO7 Approval  
 Preemption equipment for Tylersville at Tylers Place and Tylersville at Les-Wes

R. Winer

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Requisition Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Thales DIS USA, Inc. - \$14,964.73 - Purchase maintenance agreement for Automated Fingerprint Identification System (AFIS)

<b>Background:</b>
<p>The Police Department requests Trustee approval for the annual renewal of the Automated Fingerprint Identification System (AFIS) maintenance agreement. The current annual maintenance agreement expires on September 30, 2022. The West Chester AFIS system has been in operation since 2004. The Police Department uses the system to house, search local arrest prints, and remotely search crime scene impressions of databases housed by BCI&amp;I and the FBI.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222467	<b>Total Encumbrance:</b>	\$ 14,964.73



Thales DIS USA, Inc.  
 2964 Bradley Street  
 Pasadena, Ca 91107 USA  
 Tel: +1 (626) 325-9600  
 Fax: +1 (626) 325-9700

Quote Number	00005884	Created Date	8/26/2021
Oracle ID	US057831	Expiration Date	8/31/2022
Category Code	Biometrics Law Enforcement	Project Number	GNM19052_1
Bill To Name	West Chester Police Department	Ship To Name	West Chester Police Department
Bill To	9577 Beckett Road, Suite 500 West Chester, Ohio 45069 United States	Ship To	9577 Beckett Road, Suite 500 West Chester, Ohio 45069 United States

**QUOTATION**

Product	Product Code	Line Item Description	Quantity	Sales Price	Total Price
Annual 24X7 AFIS Maintenance	A2887551	10/1/2022 - 9/30/2023	1.00	USD 12,715.97	USD 12,715.97
LS Maintenance - 1 Year - Billing Only	75050122086	CS500e Notebook Livescan - 10/1/2022 - 9/30/2023	1.00	USD 2,248.76	USD 2,248.76
				Subtotal	USD 14,964.73
				Grand Total	USD 14,964.73

Maintenance Start 10/1/2022  
 Maintenance End 9/30/2023

Item Number n/a Serial Number n/a

**Notes to Customer**

All maintenance coverage will be prorated/credited based on notice of termination (30 day advance written notice required, see terms below)

Termination for Convenience. Customer may terminate the Agreement for customer's convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Agreement's terms, up to the date of termination. Customer will not be liable for costs incurred by Contractor after the effective date of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work under the contract after receipt of the termination notice.

**Acceptance of Quote:**

Please Sign \_\_\_\_\_ Date \_\_\_\_\_



**To confirm acceptance of the quote and renew maintenance coverage for the period listed above, please provide (one) of the following:**

- A purchase order (preferred, if possible). Scanned copy or photo acceptable.
- A signed and dated copy of the attached quote (if a purchase order is not available). Scanned copy or photo acceptable.

(One) of the above \*must\* be received in order to convert the quote to an invoice and renew the service contract.  
If your organization is tax exempt, please provide a tax exempt form.

**Maintenance and Support Services include:**

- Fixes for minor malfunctions, minor updates, remote troubleshooting assistance 24/7 helpdesk ticketing system with technical assistance.
- Hardware replacement/cross shipping, if necessary (unless excluded on quote)

**Technical support contact information:**

- Phone: 1-866-500-AFIS (1-866-500-2347) – a representative will open a ticket and forward it to the technical support team
- Email: [CgtHelpdesk@thalesgroup.com](mailto:CgtHelpdesk@thalesgroup.com) – will open a support ticket directly

**Information to include when opening a ticket:**

- Description of the issue (hardware, software, network)
- Customer number, LSID and/or agency ID (when applicable)
- Serial numbers of affected hardware
- Contact information

**For billing questions**, contact [apsbilling@thalesgroup.com](mailto:apsbilling@thalesgroup.com)

**For equipment sales or upgrade information**, contact [apssales@thalesgroup.com](mailto:apssales@thalesgroup.com)

**US Lockbox Remittance address:**

Thales DIS USA, Inc.  
Lockbox 8107  
P.O. Box 7247  
Philadelphia, PA 19170-8107

**US Domestic Wires or ACH Payments:**

Citibank New York  
399 Park Avenue  
New York, NY 10043  
ABA #: 021000089  
Acct #: 30876724

GENERAL TERMS AND CONDITIONS OF SALE Thales DIS USA, Inc.

**GENERAL TERMS AND CONDITIONS OF SALE  
Thales DIS USA, Inc. (USA)**

1. ACCEPTANCE: It is agreed that sales of products and/or services or licensing of software are expressly made on the Terms and Conditions contained herein, and to the extent of any conflict these shall take precedence over any terms and

conditions which may appear on your ("Buyer's") own Purchase Order, commercial or other documents, unless expressly accepted by the contracting Thales entity ("Seller") in writing. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of these terms is hereby objected to and expressly rejected. Buyer's placement of a Purchase Order, acceptance of and/or payment for the products, software or services offered by Seller shall constitute express acceptance of these Terms and Conditions, without modification. The Parties acknowledge and agree that Seller would not offer for sale the products or services or for license the software without acceptance of these Terms and Conditions by Buyer.

2. **PAYMENT TERMS:** All invoices are due and payable thirty (30) days from date of invoice in the manner set forth in Seller's quotation, provided that Buyer's creditworthiness is established in advance by Seller. If not so established, payment shall be made in advance. For any amounts payable to Seller that are unpaid after thirty (30) days from date of invoice, Seller may without prejudice to any other rights, either suspend delivery to Buyer, ship any future order only upon pre-payment, terminate the contract, and/or charge Buyer a finance charge of 1.5% per month on the unpaid balance (up to the maximum amount permitted by law). No payment due to Seller shall in any circumstances be offset against any sum owed by Seller to Buyer whether in respect to the present transaction or otherwise. No discount for early payment is authorized. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for reasonable cancellation charges.
3. **TAXES:** All prices are exclusive of any present or future sales, revenue, or excise taxes, customs or duties, or other tax applicable to the products or services covered by this order or the manufacture or sale thereof. Such taxes, when applicable, shall be added to the invoice and shall be paid by Buyer, unless Buyer provides Seller with the proper tax exemption certificates.
4. **DELIVERY TERMS:** Unless otherwise specified in Seller's quotation, all sales are made FCA (Incoterms 2010) from the Seller's shipping point. Risk of Loss shall pass to Buyer at point of shipment. Seller's liability for shipment and delivery of goods ceases upon delivery of products in good condition to shipping company or common carrier designated by Buyer, or Buyer's representative or employee. Goods placed in segregated inventory at the request of Buyer shall be deemed to have been delivered to Buyer at the time such goods are placed into segregated inventory whereupon Seller may charge to Buyer a reasonable storage fee and Buyer shall be responsible for any loss thereto, except for losses resulting from Seller's gross negligence. All stipulated delivery or shipment dates are estimates only. Seller reserves the right to make deliveries of products in installments, and any delay in delivery, or other default of any installment of any one or more products, shall not relieve Buyer of its obligation to accept and pay for the remaining deliveries. If delivery is delayed due to Buyer, Seller may store the Products at Buyer's risk and issue an invoice for the product as if was delivered.
5. **INSPECTION:** Buyer shall inspect and accept or reject goods within ten (10) days from delivery thereof. If Buyer fails to notify Seller in writing of its rejections and the reasons therefore within such time period, the Buyer will be deemed to have accepted such shipment and waived any right to later reject the goods.. **CARD QUANTITIES:** Quantities specified in quotations are for uninterrupted production and one shipment to one destination, unless otherwise specified. Quantity variations of plus or minus 10% shall constitute an acceptable delivery and the excess or deficiency shall be billed proportionally.
6. **CANCELLATIONS, RETURNS AND CHANGES:** Orders may not be cancelled, suspended, changed or returned without written consent of Seller. Goods cannot be returned except pursuant to Section 9 (Warranties). If, after an order is accepted by Seller, Buyer requests changes to delivery location/term, specification, or quantity, and such changes are accepted by Seller, Seller shall prepare a quotation. If accepted by Buyer, the order shall be amended.
7. **WARRANTIES:** (a) **Warranties.** Seller warrants that at the time of delivery the products and software incorporated in Seller's products furnished hereunder will, under normal and proper use, be free from defects in material and workmanship and conform to Seller's applicable standard written specifications for a period of one (1) year from delivery. Any software licensed hereunder, subject to Section 13, shall meet Seller's specifications for a period of ninety (90) days from date of delivery. Services warrants the services provided to Buyer shall be done in accordance with generally accepted industry standards. Seller's sole obligation under this Section is limited to, at Seller's option, replacing or repairing any products or software, re-performing the service or, refunding the amounts paid by Buyer for the product, software or service that does meet the warranties set forth in this Section 9. The foregoing obligations only apply when (i) written notice of non-conformance is received before the expiration of the warranty period and no later than thirty (30) days after Buyer knows or should know of such defect; (ii) after Seller's authorization, are returned to Seller's original shipping point, freight charges prepaid, except in the case of a service; and (iii) after Seller's reasonable confirmation of

alleged non-conformance. Any repair or replacement shall not extend the period within which such warranty can be asserted. (b) Exclusions. The relevant warranty shall not apply to products or software which have been subjected to operating and/or environmental conditions in excess of the maximum values therefore in the applicable specifications or otherwise have been subjected to post-processing (except as provided herein), misuse, tampering, neglect, improper installation, abnormal stress, repair, modification, alteration, or damage. Seller is not responsible for defects or non-conformance to Seller's specifications if product is produced according to Buyer's specifications or approved proofs, colors, or test cards. Seller does not and shall not warrant that the products or software will be resistant to all possible attacks and shall not incur, and disclaims, any liability in this respect. The software warranty is only valid for products in which the software used have been supplied or approved by Seller and neither the software nor hardware has been modified in any way. THIS WARRANTY MAY BE ASSERTED BY BUYER ONLY, NOT BY BUYER'S CUSTOMERS OR USERS OF THE BUYER'S PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND NON-INFRINGEMENT, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART.

8. **LIMITATION OF LIABILITY:** Except where identified as a sole remedy for Buyer, Buyer's exclusive remedy and Seller's total liability for any and all losses and damages from any cause whatsoever arising from or related to or arising out of the products, software, service and these Terms and Conditions (whether such cause be based in contract, negligence strict liability, tort, indemnity, warranty or otherwise) shall in no event exceed the lesser of (i) purchase price paid under the order that gave rise to the claim and (ii) total price actually paid to Seller during the six months prior to the claim for damages for the product, software or service that is the basis of the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. THESE LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE. Buyer acknowledges that using or selling products or software in devices or systems, or use of Seller's service in connection therewith, where malfunction may result in personal injury, death, damage to property or the environment is at its own risk and agrees to indemnify and hold Seller harmless from all loss, expense and damages (including reasonable attorney's fees) which may be incurred by Seller as a result of any claims or actions resulting from damages caused by the use of the products, software or services in or with such devices or systems by Buyer or any party to whom the Buyer has directly or indirectly supplied Seller's product, software or service.
9. **FORCE MAJEURE:** Seller shall not be liable to non-performance or delays caused by act of God, wars, riots, strikes, fires, floods, shortages of labor or materials, labor disputes, governmental restrictions or any other causes beyond its reasonable control, impeding or making unreasonably costly the fulfillment of the obligation under this contract. In the event of any such excused delay of failure of performance or a failure of performance on the part of Buyer or any of its subcontractors, the date of delivery shall be deferred for a period equal to time lost by reason of the delay.
10. **INDEMNITY:** Buyer shall hold Seller harmless against any expense or loss resulting from infringement of any patent arising from compliance with Buyer's designs, specification or instructions. Except as provided in the preceding sentence, subject to the limitations in Section 10 and pursuant to the terms and conditions of this Section 12, Seller indemnify Buyer for a claim that any product (or part thereof) manufactured by Seller and furnished under these Terms and Condition constitutes a direct infringement of any United States patent, where provided Buyer is promptly notified in writing and given authority, information and assistance (at Seller's expense) for the settlement of defense of same. Seller shall have no obligation for indemnification where such claim is based upon (a) any use of the product not in accordance with these Terms and Conditions, (b) any modification of the product by any person other than Seller, (c) use of the product in combination with product, business process, software, data or equipment if the infringement was caused by such use or combination, regardless of whether or not the product or elements of the product are a material part of the infringement, (d) any content and/or materials introduced or made available in or through the product by Buyer, Buyer's client(s), end users, and/or any third parties, (e) damages attributable to the value of the use of a non-Seller product, service, data or business process, (f) the infringement of any method or process in which any product may be used but not covering the products when used alone, (g) the use of the product other than as permitted in the related documentation or Section 9 or (h) use of the product(s) during any time period after Seller has notified Buyer to discontinue use of the same. Subject to Sections 10 and 12, Seller shall pay the damages and costs awarded against Buyer, or agreed upon in such settlement therein, for which Seller has an indemnification obligation under this Section 12. Seller may (at its option and expense) take one of the following actions: (i) procure for Buyer the right to continue using said product or part, or (ii) furnish a non-infringing product, or (iii) modify the product so it becomes non-infringing, or (iv) refund the purchase price and

transportation cost thereof upon return authorized by Seller. For the purpose of this Section 12, "product" includes product and/or software. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR PATENT INFRINGEMENT BY SAID PRODUCTS OR ANY PART THEREOF.

11. SOFTWARE: All software (whether in source or object code) transferred to Buyer is hereunder considered by Seller to be an unpublished work and is protected under the copyright laws of the United States. Buyer agrees that ownership of all copyright and other intellectual property rights of whatever nature that subsist or may subsist in any Seller-created software (whether in source or object code), specifications, drawings, plans, designs, flowcharts, and technical documents and Information supplied by Seller to Buyer are and shall be held exclusively by Seller. Buyer retains its intellectual property rights to any supplied information, specifications, plans, designs, flowcharts and technical information provided to Seller. Buyer agrees to keep confidential and not to modify or make any copy of any such software, specifications, drawings, plans, designs, flowcharts and technical documents and information except as expressly approved in writing by Seller. Buyer is granted a limited non-exclusive, non-sub licensable, non-transferable license to use any software, supplied with or incorporated in the products, only on such products or, if software is provided separately, to use pursuant to Seller instruction for providing goods or services to Buyer's end users. Buyer further agrees not to reverse compile or reverse engineer the software. All other rights are reserved to Seller.
12. GOVERNMENT END-USERS: If software is acquired by or on behalf of a unit or agency of the U.S. Government, this provision applies. (a) This software (i) was developed at private expense and no part of it was developed with Government funds; (ii) Is a trade secret of Seller for all purposes of the Freedom of Information Act; (iii) Is "commercial computer software" subject to limited utilization as provided In the contract between the vendor and the governmental entity; and (iv) In all respects is proprietary data belonging solely to Seller. When regulations of the Department of Defense (DOD) are applicable, this software is sold only with "Restricted Rights" as that term to be defined in the DOD Supplement to the Federal Acquisition Regulations, 52.227-7013. Use, duplication or disclosure is subject to restrictions of the Rights In Technical Data and Computer Software clause at 52.227-7013 Manufacturer: Thales, Inc. (b) If this software was acquired under a GSA Schedule, the Government has agreed to refrain from changing or removing any Insignia or lettering form the software that is provided or from producing copies of manuals or disks (except one hard disk copy and one backup or archival copy) and (i) title to and ownership of the software and related documentation and any reproductions thereof shall remain with Seller; (ii) use of this software and related documentation shall be limited to the facility for which it is acquired; and (iii) If use of the software is discontinued at the Installation specified in the purchase/delivery order and the Government desires to use it at another location it may do so by giving prior notice to Seller, specifying the type of computer and new locations site.
13. DISPUTE RESOLUTION: Buyer and Seller agree that any disputes or claims arising under this agreement shall be resolved through alternative dispute resolution means in the following manner: (a) Initially the parties shall engage in non-binding mediation shall be held in Austin, Texas or such other site as is mutually agreed upon by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution. (b) In the event the dispute or claim is not satisfactorily resolved through mediation within 90 days of notice of such claim or dispute by a party the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Austin, Texas or such other site as is mutually agreed to by the parties. If Buyer is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances, the commercial arbitration rules of the American Arbitration Association shall apply. Any Judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision, or award is to be enforced. The parties hereby waive any claim under state or federal law or constitution which purports to otherwise give a party the right to appeal an arbitrator's judgment, decision or award, (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.
14. MODIFICATIONS: These Terms and Conditions constitute the entire agreement between the parties relating to the sale of the products, software or services described in a quotation, and no addition to or modification of any provision herein, shall be binding upon Seller unless made in writing and signed by a duly authorized employee of Seller. Buyer has not relied on any representations, oral or written, except as are made in or expressly referenced by this document or Seller's quotation.
15. GOVERNING LAW: The validity, performance, and construction of this Agreement shall be governed by the laws of the State of Texas. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.



Thales DIS USA, Inc.  
2964 Bradley Street  
Pasadena, Ca 91107 USA  
Tel: +1 (626) 325-9600  
Fax: +1 (626) 325-9700

16. EXPORT LAW: Regardless of any disclosure by Buyer to Seller of the contemplated destination of the products; Buyer shall not export, directly or indirectly, any product acquired hereunder (or the direct product of any software product) without first obtaining an export license from the US Department of Commerce or other agency of the US Government as required.

End of Terms and Conditions

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Requisition Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Northedge Steel LLC - \$12,000.00 – Install dugouts at Keehner Park baseball fields (CIP# 1460)

<b>Background:</b>
<p>Keehner Park is an excellent asset for the Township and needs to be preserved and updated when possible. The Township budgeted to invest in the park with significant improvements the last several years.</p> <p>As a part of the 2022 budget, Community Services developed a CIP to update the baseball fields at Keehner Park. The player’s benches have no covering. Options for dugouts were investigated and metal free standings covering each of the four benches are the best option.</p> <p>The Parks Division solicited quotes for the work and have selected Northedge Steel LLC to perform the work. Community Services requests a purchase order in the amount of \$12,000.00 which includes a contingency of \$808.00.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1460		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222522	<b>Total Encumbrance:</b>	\$ 12,000.00

# NORTHEDGE STEEL

900 New York Ave, New Castle, IN 47362 | Mailing: PO Box 911, New Castle, IN 47362  
 Phone: 765.591.8080 | Fax: 765.591.8081 | sales@northedgesteel.us

## ORDER FORM V4.0

Invoice #:  Order Date: 07-19-2022

Dealer Name:  Phone:   
 Buyer Name:  County:   
 Install Address:  City:  State:  Zip Code:   
 Email:  Cell:  Phone:

Colors	Roof	Sides & Ends	Trim
Is your surface level? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Ready for installation? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Electricity Available? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Installation Surface: <input type="text" value="ground"/>	LOT MUST BE LEVEL OR ADDITIONAL FEES MAY APPLY		
Width: <input type="text" value="12"/>	Length: <input type="text" value="26"/>	Length: <input type="text" value="25"/>	Height: <input type="text" value="12"/>
NOTE: FRAME IS 1 FT. SHORTER THAN ROOF LENGTH			

DESCRIPTION	PRICE
<input checked="" type="checkbox"/> 14 Gauge <input type="checkbox"/> 12 Gauge	\$ 2,070.00
<input checked="" type="checkbox"/> Regular Frame <input type="checkbox"/> A-Frame <input type="checkbox"/> Vertical Roof <input type="checkbox"/> All Vertical	
<input checked="" type="checkbox"/> Additional Leg Height 12ft	
<input type="checkbox"/> Both Sides <input type="checkbox"/> One Sides	
<input type="checkbox"/> Both Ends <input type="checkbox"/> One End	
<input type="checkbox"/> Gable Ends	
<input type="checkbox"/> Roll-Up Door Size: <input type="text"/>	
<input type="checkbox"/> Walk-in Door <input type="checkbox"/> 32"x 72" <input type="checkbox"/> 36"x 80"	
<input type="checkbox"/> Window <input type="checkbox"/> 24"x 36" <input type="checkbox"/> 30"x 36"	
<input checked="" type="checkbox"/> Standard Anchors <input checked="" type="checkbox"/> MHA <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Supports	\$ 225.00
free standing lean too	\$ 503.00

ALL ORDERS ARE C.O.D.	
Subtotal	\$ 2,798.00
Manufacturing Surcharge _____%	<input type="text"/>
TAX _____% <i>Approximate tax</i>	<input type="text"/>
Tax Exempt # <i>Include Tax Form.</i>	<input type="text"/>
Contractor Fees <i>Non-Tax</i>	<input type="text"/>
<b>Total</b>	<b>\$ 2,798.00</b>
Deposit _____%	<input type="text"/>
<i>For special orders apply 50% deposit.</i>	
<b>BALANCE DUE</b>	<b>\$ 2,798.00</b>

Contractor Fees Non-Tax

OFFICE USE *Personal checks are not accepted.*

Credit Card  Money Order  
 Cashier's Check  Purchase Order  
*Commercial customers*

### PURCHASE AGREEMENT

Northedge Steel is not responsible for permits, covenant searches or restrictions. Please contact your local Building Inspector or Homeowner's Association for information and notify our company of any requirements for which we must comply. The installation site must be level to qualify for our free installation. If it is not, it is the buyer's responsibility to cover any additional labor and/or provide the materials necessary to make it so. Prior to installation, please have any underground cables, gas lines, or any utility lines located and marked. Northedge Steel will not be responsible for any damage to underground utility lines. NO MORE than the required deposit is to be paid to the dealer. Northedge Steel will not be responsible for any monies paid to the dealer above the required deposit amount and such payments will delay the process of your order until those funds have been paid in full to Northedge Steel by the dealer. Paying in full to the dealer will not speed up your installation date. All deposits are non-refundable. Please be advised that installation times are subject to change due to contractor availability and weather conditions. If the contractor is unable to complete your job due to site complications or inaccurate measurements a \$200 or 5% return fee, whichever is greater, will apply. Any returned checks or refunds for over-payments made by credit card will incur a 5% fee.

Buyer agrees that the balance shall be due and payable in full at the time of installation. If balances due and owing at the time of installation are not paid in full, buyer shall be in default under this agreement and subject to a \$50 late fee. At its sole discretion Northedge Steel may assess interest at a rate of 18% per annum, on any unpaid balance. In the event of any unpaid balance buyer agrees to allow Northedge Steel access to the property to repossess the building. Buyer agrees that in the event of any default under this agreement, buyer shall be responsible for reasonable collection agency costs, any attorney's fees and cost incurred because of the default. JURISDICTION, if it is expressly agreed that in any dispute, suit, claim or legal proceeding of any nature arising from the obligations under this agreement, shall be filed in a court of competent jurisdiction in Henry County, Indiana and be controlled by the law of the State of Indiana. Northedge Steel reserves the right to terminate this agreement at any time. Northedge Steel must approve all pricing before contract is valid.

I have read and completely understand the above information and give my approval for construction of the above described building.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

With customer present at time of installation, customer will sign below to signify acceptance of unit as installed.

CUSTOMER SIGNATURE: \_\_\_\_\_ INSTALLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_





# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Requisition Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
World Fuel Services dba Lykins Energy Solutions - \$10,500.00 – Purchase diesel tank for Safety Service Center

<b>Background:</b>
<p>The Safety Services Center has an unleaded and diesel tank to allow purchase of bulk fuel for the fleet. The existing diesel tank is not sufficient for the needs of the Fire and Community Service Departments. Community Services continues to change over to diesel salt trucks, increasing the need for diesel fuel each year. A new tank will allow more diesel to be on hand, this will be especially beneficial in the winter season.</p> <p>The current on-site tank is not enough to cover fuel for major snow events. During major events, West Chester plows take to using credit cards to buy fuel at market price at gas stations until the tank can be refilled. With a new tank, there will always be a “use tank” and a “fill tank” in rotation so that we can purchase fuel without paying emergency fill prices.</p> <p>The Roads Division solicited quotes and has selected Lykins Energy Solutions to purchase the tank. Community Services requests a Purchase Order in the amount of \$10,500.00 from SR 747 TIF funds.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	No; Operational, TIF		
	<b>CIP #:</b>			
	<b>TIF Info:</b>	747		
	<b>Purchase Order:</b>	S222523	<b>Total Encumbrance:</b>	\$ 10,500.00



# Lykins Energy Solutions

5163 Wolfpen-Pleasant Hill Road

Milford, Oh 45150

Phone: (513) 831-8820

Customer Account #	Profit Center :	Customer Email Address
Name :		
Address : West Chester Township	<b>COMMERCIAL CUSTOMER QUOTE / INVOICE</b>	
City :	Payment Type:	
State :	Zip :	COD <input type="checkbox"/>
Phone #		BILL <input type="checkbox"/>

Part Number	Material Description	QTY	UNIT COST	Part Number	Material Description	QTY	UNIT COST
301/FH	300 Gallon DW Tank		\$ 3,100.00	3613	AST 2"/3 Gallon Spill Box		\$ 220.50
509/FH	500 Gallon DW Tank		\$ 4,000.00	4098	Audible Overfill Alarm		\$ 139.76
302/FH	1,000 Gallon DW Tank	1	\$ 9,100.00	3802	3/4" x 12' Hose		\$ 36.75
2301	Piston Hand Pump		\$ 220.79	3801	3/4" x 17' Hose		\$ 66.75
2302	12 Volt Pump WO/Meter		\$ 1,200.00	4027	3/4" Swivel		\$ 40.32
2303	12 Volt Pump W/Meter		\$ 643.66	4026	3/4" Breakaway Valve		\$ 52.61
2305	110 Volt Pump WO/Meter		\$ 683.44	3606	3/4" Breakaway Hose		\$ 141.76
2306	110 Volt Pump W/Meter	1	\$ 1,400.00	3827	1" x 20' Hose		\$ 169.57
2306-01	H.S. 110 Volt Pump W/Meter		\$ 1,677.90	3805	1" x 12' Hose		\$ 128.52
2330	Meter Only		\$ 241.11				
4005	1" x 48" Draw Tube		\$ 19.70				
4006	1 1/4" x 48" Draw Tube		\$ 22.41		Misc. Parts		
3201	3/4" Fuel Filter		\$ 8.16	4000			
3208	3/4" Gasoline Filter		\$ 13.58	4000			
3206	3/4" Filter Body		\$ 20.30	4000			
3218	3/4" Fuel Filter W/Petcock		\$ 13.38	4000			
4024	1/2" Long Drain Valve		\$ 20.27	4000			
4083	4" x 2" Reducer Bushing		\$ 26.35				
4000	Alligator Clips		\$ 4.14	<b>Total Materials</b>			<b>\$ 10,500.00</b>
4000	Power Cord		\$ 20.99	<b>Description of work performed</b>			
3008	38" (300 Gallon) Site Gauge		\$ 45.53	1000 DW Flameshield tank with 110 HS Pump fully fitted with emergency vents, spill bucket, ect. Set up for permitting. Pricing includes delivery			
3006	48" (500 Gallon) Site Gauge		\$ 45.11				
3007	Top Leak Gauge		\$ 64.68				
3012	Bottom Leak Gauge		\$ 96.32				
3403	3/4" Farm Nozzle		\$ 28.43				
3404	3/4" Husky Auto Nozzle		\$ 95.56				
3402	1" 7 H Auto Nozzle		\$ 177.21				
3602	2" Vent Cap		\$ 6.75	HRS	Labor	Amount	
3603	Double Head Vent Cap		\$ 22.51			\$ -	
5063	2" x 48" Galv. Vent Pipe		\$ 36.75				
3608	3" Male Emergency Vent		\$ 79.55				
3605	4" Male Emergency Vent		\$ 94.50				
3612	6" Male Emergency Vent		\$ 113.75	<b>Total Labor</b>			<b>\$ -</b>
3622	4" Female Emergency Vent		\$ 114.52	<b>Total Summary</b>			
4013	2" x 2" Comm Vent Signal		\$ 56.49	<b>Total Materials</b>			<b>\$ 10,500.00</b>
3610	OPW Dust Cap		\$ 25.42	<b>Total Labor</b>			<b>\$ -</b>
4015	2" Male Fill Cap		\$ 12.64	Misc			
4016	2" Female Fill Cap		\$ 9.81	Travel Charge			
3620	2" Male Spill Bucket		\$ 409.19	Tax			
4073	2" Plug		\$ 5.24	<b>Invoice Total</b>			

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufactures' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express implied, and its agents or technicians are not authorized to make any such warranties on behalf of the named company.

I have authority to order the work outlined above which has been satisfactorily completed. I agree that seller retains title to the equipment/materials furnished until final payment is made as agreed, seller can remove said seller's equipment/materials at expense. Any damage resulting from said removal shall not be the responsibility of seller.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Thank You*

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Personnel Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Accept various employee resignations per attached report

<b>Background:</b>
Please see the resignation report attached.

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

NAME	HOME DEPARTMENT	JOB TITLE	TERMINATION DATE	REASON
Buschelman Sr, Joseph E	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	05/19/2022	Retired
Marconi, John D	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	05/22/2022	G - Resignation
Franck, Timothy J	000VOA - PROJECT MANAGEMENT	SERV DIR - SERVICES DIRECTOR	05/31/2022	G - Resignation
Elder, Jeffrey K	000010 - FIRE DEPARTMENT	LOGSPC - Logistics Specialist	06/01/2022	X - Transferred
Steele, Zachary P	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	06/06/2022	G - Resignation
Jensen, Kelly S	001A26 - ADMINISTRATIVE	HRASST - HR Assistant	06/09/2022	G - Resignation
Grosse, Robert L	000004 - ROAD & BRIDGE	SEALABOR - SEASONAL LABORER	06/21/2022	G - Resignation
Schweier, Andrew J	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	07/01/2022	G - Resignation
Herrin, Bradley J	000010 - FIRE DEPARTMENT	PT FIRE - PART TIME FIRE	07/10/2022	G - Resignation
Lenard, Jacqueline R	001A26 - ADMINISTRATIVE	HR SPECI - HR SPECIALIST	07/13/2022	G - Resignation
Newton, Mason E	0001F1 - PARKS DEPARTMENT	LABORER - LABORER OPERATOR	07/15/2022	G - Resignation
Schomaker, Ian J	000010 - FIRE DEPARTMENT	PT FIRE - PART TIME FIRE	07/16/2022	G - Resignation
Hansbauer, Robert B	000010 - FIRE DEPARTMENT	PT FIRE - PART TIME FIRE	07/17/2022	D - Death
Dawkins, Henry A	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	07/25/2022	G - Resignation
McCoy, John Anthony	000004 - ROAD & BRIDGE	FOREMAN - FOREMAN	07/28/2022	G - Resignation
Roesch, Aaron S	000010 - FIRE DEPARTMENT	PT FIRE - PART TIME FIRE	07/30/2022	G - Resignation
Frodge, Kelly	000DIS - DISPATCHERS	DISPATCH - DISPATCHER	08/03/2022	G - Resignation
Shollenbarger, Mason P	0001F1 - PARKS DEPARTMENT	SEALABOR - SEASONAL LABORER	08/04/2022	G - Resignation
Simkins, Colten L	0001F1 - PARKS DEPARTMENT	SEALABOR - SEASONAL LABORER	08/04/2022	G - Resignation
Berglund, Casey L	000UCB - UNION CENTRE BLVD	SEALABOR - SEASONAL LABORER	08/05/2022	G - Resignation
Huxsoll, Evan M	000UCB - UNION CENTRE BLVD	SEALABOR - SEASONAL LABORER	08/05/2022	G - Resignation
Feldmann, Julia	000015 - PUBLIC INFORMATION & ENGAGEMENT	SEASONAL - SEASONAL	08/13/2022	G - Resignation
Borneman, Clarence W	000010 - FIRE DEPARTMENT	BATT CHF - Battalion Chief	08/27/2022	Retired

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Personnel Item
<b>Submitted By:</b>	
Dennis Dick, Director of Communications and Information Technology	

<b>Motion:</b>
Hire Kayla Madden to the position of Communications Officer/Dispatcher effective October 11, 2022 at the biweekly rate of \$1,945.83

<b>Background:</b>
<p>Two Communication Center vacancies were created in July by a retirement and a resignation. If approved, filling this vacancy will provide a staffing compliment of 11 Communications Officers out of 12 positions.</p> <p>Kayla has been employed with the City of Cincinnati as a Customer Relations Representative/Emergency Call taker for approximately eight months, bringing experience and exposure to 911 call taking with her. She consistently scored at or near the top in all aspects of an extensive hiring process.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00



**WEST CHESTER TOWNSHIP  
ADMINISTRATION**

9113 Cincinnati-Dayton Road  
West Chester, OH 45069-3840

T | 513-777-5900  
F | 513-779-9369

[westchesteroh.org](http://westchesteroh.org)

September 26 , 2022

Kayla Madden

Dear Kayla,

I am pleased to make a final offer of employment for the position of Dispatcher/Communications Officer West Chester Township. Although your official appointment will be October 11, 2022 at a regular West Chester Board of Trustees' meeting with an effective hire date of October 11, 2022, the commitment to you regarding compensation, benefits, and related provisions is outlined herein.

**General**

Position: Communications Officer/Dispatcher  
Employer: West Chester Township  
Effective Hire Date: October 11, 2022  
Probationary Period: Three hundred sixty-five (365) calendar days from the first day that Employee reports to work as a certified peace officer.

**Compensation**

Base Salary: \$50,591.49(Step 1) Annually

**Benefits/Other Provisions**

Medical/Dental/Vision: Employee may elect to receive medical benefits unless benefits can be or are currently obtained elsewhere. If eligible, plan options are currently offered with employee premium share currently at 15% or 17% for medical. The plan options and employee premium share are subject to Employer discretion.

Insurance Waiver: Employee may elect to receive a \$2,000 annual stipend in lieu of Employer-offered medical coverage.

Voluntary Insurance(s) Available at Employee cost; coverage may be elected even if medical insurance is denied.

Pension: Employee and Employer shares as determined by Ohio Public Employee Retirement System

Deferred Compensation: Plan provided at current federal maximum contribution.

Leave:	Vacation:	As granted to all full-time contract employees after successful completion of probationary period;
	Holidays	Eleven established holidays
	Personal	Three (3) days annually
	Sick	Ten hours accrued monthly;
		Please refer to the current FOP Collective Bargaining Agreement
Longevity Pay		At Employer's discretion, seventy-five dollars per year after five years of continuous service
Life Insurance:		At Employer's discretion and as provided to other Employees - currently \$50,000 term life per Collective Bargaining Agreement
Disability:		As provided under Public Employee Retirement System.
Performance Merit Increase:		Please refer to the current FOP Collective Bargaining Agreement
Professional Development:		As budgetary circumstances permit and when approved at the discretion of the IT/Communications Director

If you have any questions or need clarification on any item regarding the compensation package, please contact Tonya Pointer at 513-759-7213.

Sincerely,



Larry D. Burks  
Township Administrator

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Personnel Item
<b>Submitted By:</b>	
Dennis Dick, Director of Communications and Information Technology	

<b>Motion:</b>
Hire Madison Leader to the position of Communications Officer/Dispatcher effective October 17, 2022 at the biweekly rate of \$2,137.21

<b>Background:</b>
<p>Two Communication Center vacancies were created in July by a retirement and a resignation. If approved, filling this vacancy will provide a full staffing compliment of 12 Communications Officers out of 12 positions.</p> <p>Madison has approximately three years of experience as a communications officer and comes to us from Butler County Sheriff's Office. She is trained on and familiar with several systems utilized by West Chester such as the 911 phone system, radio consoles, LEADS and Emergency Medical Dispatch program. Madison consistently scored at or near the top in all aspects of an extensive hiring process.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00





**WEST CHESTER TOWNSHIP  
ADMINISTRATION**

9113 Cincinnati-Dayton Road  
West Chester, OH 45069-3840

T | 513-777-5900

F | 513-779-9369

[westchesteroh.org](http://westchesteroh.org)

September 27, 2022

Madison Leader

Dear Madison,

I am pleased to make a final offer of employment for the position of Dispatcher/Communications Officer West Chester Township. Although your official appointment will be October 11, 2022 at a regular West Chester Board of Trustees' meeting with an effective hire date of October 17, 2022, the commitment to you regarding compensation, benefits, and related provisions is outlined herein.

**General**

Position:	Communications Officer/Dispatcher
Employer:	West Chester Township
Effective Hire Date:	October 17, 2022
Probationary Period:	Three hundred sixty-five (365) calendar days from the first day that Employee reports to work as a certified peace officer.

**Compensation**

Base Salary:	\$55,567.39 (Step 3) Annually
--------------	-------------------------------

**Benefits/Other Provisions**

Medical/Dental/Vision:	Employee may elect to receive medical benefits unless benefits can be or are currently obtained elsewhere. If eligible, plan options are currently offered with employee premium share currently at 15% or 17% for medical. The plan options and employee premium share are subject to Employer discretion.
------------------------	---

Insurance Waiver:	Employee may elect to receive a \$2,000 annual stipend in lieu of Employer-offered medical coverage.
-------------------	--

Voluntary Insurance(s)	Available at Employee cost; coverage may be elected even if medical insurance is denied.
------------------------	--

Pension:	Employee and Employer shares as determined by Ohio Public Employee Retirement System
----------	--

Deferred Compensation:	Plan provided at current federal maximum contribution.
------------------------	--

Leave:                                      Vacation:      As granted to all full-time contract employees  
   after successful completion of probationary period;  
   Holidays      Eleven established holidays  
   Personal      Three (3) days annually  
   Sick            Ten hours accrued monthly;  
   Please refer to the current FOP Collective Bargaining Agreement

Longevity Pay                              At Employer's discretion, seventy-five dollars per year after five years  
   of continuous service

Life Insurance:                            At Employer's discretion and as provided to other Employees -  
   currently \$50,000 term life per Collective Bargaining Agreement

Disability:                                 As provided under Public Employee Retirement System.

Performance Merit Increase:          Please refer to the current FOP Collective Bargaining Agreement

Professional Development:            As budgetary circumstances permit and when approved at the  
   discretion of the IT/Communications Director

If you have any questions or need clarification on any item regarding the compensation package, please contact Tonya Pointer at 513-759-7213.

Sincerely,



Larry D. Burks  
Township Administrator

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Motion to approve contract and premium rates for medical insurance coverage with Aetna for January 1, 2023 through December 31, 2023; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract

<b>Background:</b>
<p>Aetna Medical Insurance is offering a 4.5% increase for a one year renewal period for medical insurance.</p> <p>We will begin our 2023 renewal from the position of a 4.08% increase because the premium credit we received in 2022 was not a permanent decrease in our renewal percentage.</p> <p>For the 2023 plan year, Aetna is again offering \$15,000.00 in wellness/innovation funding. These funds can be used for wellness initiatives designed to improve the health (and insurance experience) of the employee population or to offset EAP related costs.</p> <p>In addition to approval of health insurance coverage, Administration recommends approval of the following:</p> <ul style="list-style-type: none"> <li>• Non-contract employees eligible for Gold &amp; HSA only.</li> <li>• No change to the employee/employer premium contribution.</li> <li>• Continue HSA contributions in the amount of \$1,000.00 for single and \$2,000.00 for all other plan elections.</li> <li>• Continue HRA contributions in the amount of \$2,000.00 for single and \$4,000.00 for all other plan elections if enrolled in the Gold plan.</li> <li>• Match employee FSA contribution 2:1-up to \$500 employer match if enrolled in the Gold plan.</li> <li>• Allow FSA unused funds up to \$570 to roll over into the next year.</li> <li>• Vision plan remains unchanged.</li> </ul> <p>Administration recommends renewing with Aetna for the 2023 Medical Insurance Plan.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Motion to approve contract and premium rates for dental insurance coverage with Delta Dental for January 1, 2023 through December 31, 2023; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract

<b>Background:</b>
Delta Dental is offering a renewal increase of 2% for a one year renewal period for dental insurance coverage. This is the first increase since being with this carrier.
There are no known issues with this carrier. Staff recommends renewing with Delta Dental for dental insurance coverage with no change in employer/employee cost share.

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Motion to declare two properties public nuisances; 6964 Forest View Court and 7560 Lake Meadow Court

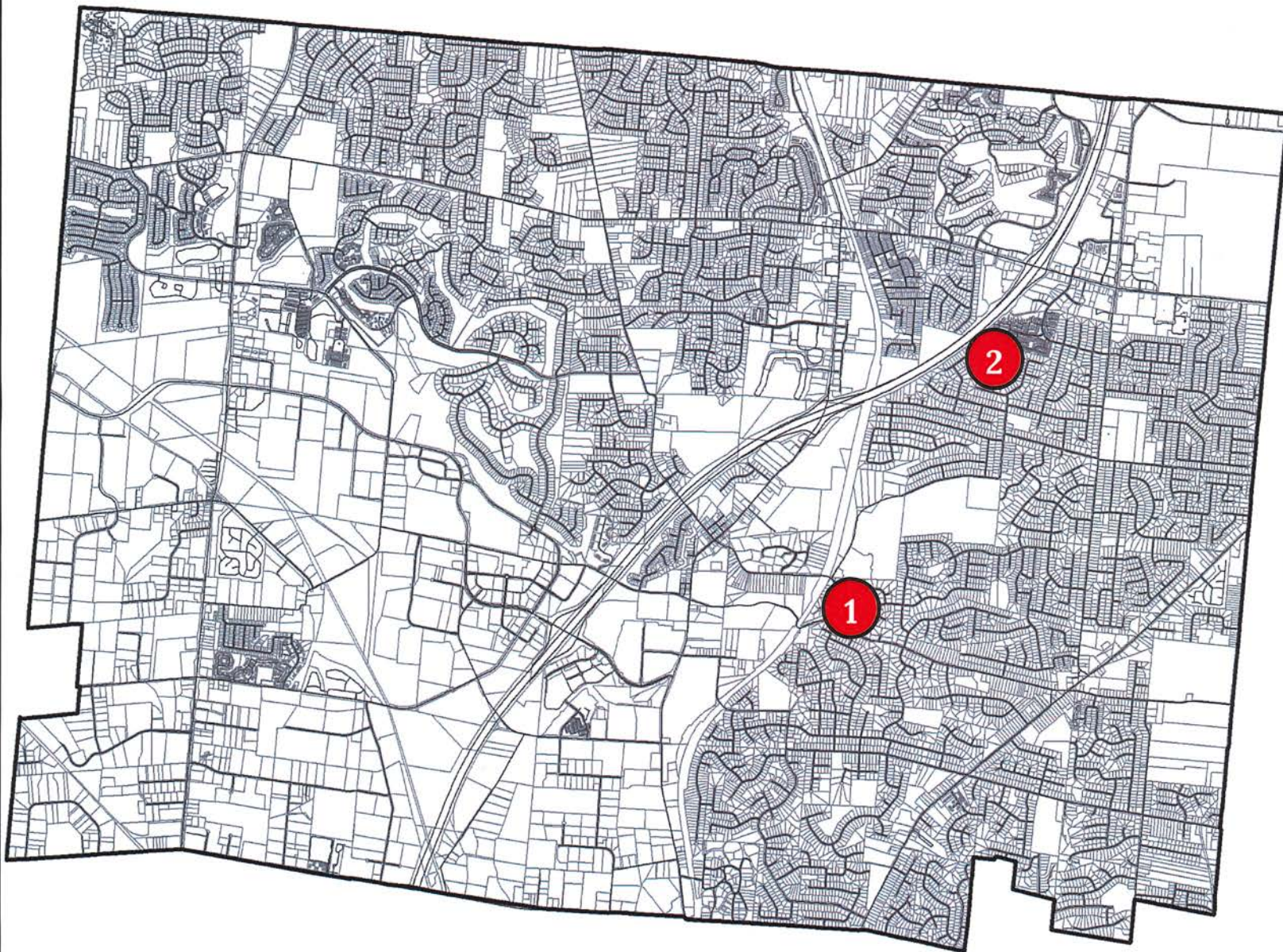
<b>Background:</b>
<p>The Community Development Department has received complaints for the following properties. Community Development staff will continue to obtain voluntary compliance on these properties but recommends proceeding with public nuisance action in the event voluntary compliance fails.</p> <p>6964 Forest View Court  Parcel # M5620-158-000-004  Owner: Kayden B. Clark  Status: Residential property that is not occupied and is not in foreclosure.  Inspection revealed: High grass/weeds and miscellaneous debris.  Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>7560 Lake Meadow Court  Parcel # M5620-111-000-033  Owner: Candace Ann Patton  Status: Residential property that is not occupied and is not in foreclosure.  Inspection revealed: High grass/weeds and miscellaneous debris.  Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>Motion for Public Nuisance Cases October 11, 2022</p> <p>Having reviewed the staff reports and affidavits, I move that we declare the properties listed on the West Chester Township Board of Trustees meeting Agenda dated October 11, 2022 to be public nuisances as authorized by the Ohio Revised Code</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00



**West Chester**  
— OHIO —

1. 6964 Forest View Court
2. 7560 Lake Meadow Court



**WEST CHESTER TOWNSHIP**  
Community Development Department  
9577 Beckett Road Suite 100  
West Chester, OH 45069-5014  
513-777-4214  
513-874-6804 (fax)  
[www.westchesteroh.org](http://www.westchesteroh.org)

**PUBLIC NUISANCE  
CASES**  
October 11, 2022

**AFFIDAVIT OF PROPERTY ADVISOR**

Affiant, Bernard Schroeder, having been first duly cautioned and sworn, states as follows:

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 6964 Forest View Court, West Chester, Ohio and personally inspected the property on 10/3/2022.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looks currently and on or about 8/1/2022.
4. The property is vacant but not in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.



\_\_\_\_\_  
Bernard Schroeder

Sworn and subscribed before me, a notary public, this 5th day of September, 2022.



\_\_\_\_\_  
Notary Public



JENNIFER M. FISHER  
Notary Public, State of Ohio  
My Commission Expires  
August 25, 2024

EXHIBIT  
A



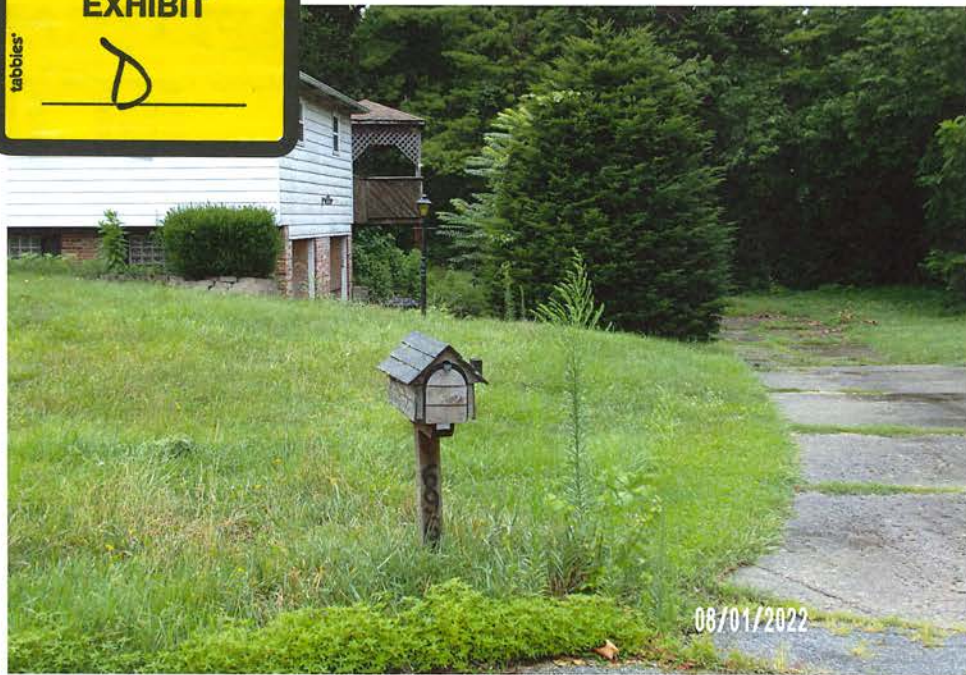
EXHIBIT  
B



EXHIBIT  
C



EXHIBIT  
D





**AFFIDAVIT OF PROPERTY ADVISOR**

Affiant, Bernard Schroeder, having been first duly cautioned and sworn, states as follows:

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 7560 Lake Meadow Court, West Chester, Ohio and personally inspected the property on 10/3/2022.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 10/3/2022.
4. The property is vacant but not in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.



\_\_\_\_\_  
Bernard Schroeder

Sworn and subscribed before me, a notary public, this 5th day of September, 2022.

  
\_\_\_\_\_  
Notary Public

JENNIFER M. FISHER  
Notary Public, State of Ohio  
My Commission Expires  
August 25, 2024

tabbles® EXHIBIT  
A



tabbles® EXHIBIT  
B



tabbles® EXHIBIT  
C



tabbles® EXHIBIT  
D



# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Motion to approve Resolution 28-2022 authorizing the acceptance of the proposed Agreed Entry resolving the West Chester Township Board of Trustees' case against Angela McCoy, et al

<b>Background:</b>
<p>West Chester Township filed a foreclosure case under Butler County Court of Common Pleas regarding 7410 Whispering Way; property owner – Angela &amp; David McCoy. The Township has dealt with repeated violations of its Zoning Resolution and Property Maintenance Code and received multiple complaints from neighbors over the past few years.</p> <p>The Township’s primary goal in this case is to obtain and maintain compliance with the Zoning Resolution and Property Maintenance Code.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00



EXHIBIT A

IN THE COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO

<b>BOARD OF TRUSTEES OF WEST</b>	:	<b>Case No.:</b>	<b>CV 2022 03 0371</b>
<b>CHESTER TOWNSHIP, BUTLER</b>	:		
<b>COUNTY, OHIO</b>	:	<b>Judge Noah E. Powers</b>	
	:		
Plaintiff,	:		
	:		
v.	:		
	:	<b>AGREED ENTRY</b>	
<b>ANGELA MCCOY, et al.,</b>	:		
	:		
Defendants.	:		

Upon agreement of Plaintiff Board of Trustees of West Chester Township (the “Township”) and Defendant Angela McCoy (“Defendant” and collectively with the Township, the “Parties”), as well as the Butler County Child Support Enforcement Agency, and for good cause shown, the Court **HEREBY ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Township and Defendant voluntarily submit to the Court’s jurisdiction.
2. Defendant is one of the listed owners of the property at 7410 Whispering Way, West Chester Township, Butler County, Ohio 45069, Butler County Auditor Parcel ID: M562-0303-0000-61 (the “Property”).
  - a. The other listed owner, David McCoy, is the spouse of Defendant and is currently in default for failing to answer the Complaint. Defendant affirms that she has authority to enter into the obligations and agreements set forth herein.
3. The Property is zoned single-family residential, R-1A, under the Township’s Zoning Resolution and is located in a district reserved for single-family homes.
4. Since October 2019, the Township has received multiple complaints from neighbors of the Property regarding unsafe and nuisance conditions at the Property.

5. In Butler County Court of Common Pleas Case No. CV 2019 10 2132, the Township obtained a \$29,000 judgment against Defendant, as well as injunctive relief to enter the property and abate the nuisances.
6. In addition to the judgment, Ms. McCoy has also been assessed and is paying and has partially paid \$11,533.85 in additional charges on her property tax bill above and beyond her ad valorem tax.
7. The Parties agree that from the date of this Agreed Judgment Entry, the \$29,000 monetary judgement in CV2019 10 2132 against Defendant is satisfied. Further, any future violations of the Township's Zoning Resolution or Property Maintenance Code at the Property can, in the Township's sole discretion, be handled pursuant to the Township's standard processes, or as follows:
  - a. If the Township observes a violation of the Township's Zoning Resolution or Property Maintenance Code at the Property, the Township shall provide notice to Defendant of the violation, either via certified mail or via posting of the notice at the Property. At its sole discretion, the Township may both mail notice of the violations via certified mail and post such notice at the Property under this Paragraph.
  - b. The Township's notice of violation shall briefly and succinctly describe the violation(s) and the section(s) of the Township's Zoning Resolution or Property Maintenance Code that are being violated.
  - c. Within fourteen (14) days from the date the Township either mails the notice via certified mail or posts the notice at the Property, Defendant shall either abate the violation(s) or file a motion in this case contesting the violation(s). The

fourteen-day period for Defendant to abate the violation(s) or file a motion in this case contesting such violation(s) shall run from the date of mailing or the date of posting, whichever occurs first.

- d. If Defendant fails to either timely abate the violation(s) or file a motion in this case contesting such violation(s), the Township shall be entitled to enter onto the Property, abate the violation(s), assess its costs to abate the violation(s) against the Property, and certify those costs to the Butler County Auditor to be assessed against the tax duplicate for the Property and collected as regular property taxes.
  - e. Defendant specifically allows the Township to enter onto the Property under the conditions set forth in this Agreed Judgment Entry and consents to the procedure established in this Agreed Judgment Entry as a fair and just resolution of the Township's Complaint.
8. If Defendant abates the violation(s) or successfully contests the violation(s) via a motion in this case, then the Township shall not enter onto the Property to abate those specific violation(s).
  9. The Township shall file a notice of satisfaction of both Butler County Certified Judgment JD2020030296, and in Butler County Court of Common Pleas Case No. CV 2019 10 2132, and shall not otherwise further attempt to collect the \$29,000 judgment.
  10. This Agreed Judgment Entry shall operate as a final order and this case is hereby closed, subject to the procedures and relief set forth herein.

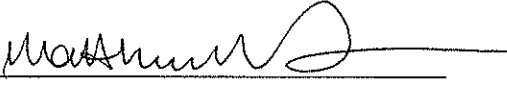
11. The Butler County Court of Common Pleas shall retain jurisdiction to enforce the terms of this Agreed Judgment Entry.
12. This is a final, appealable Order. The Clerk is directed to issue notice hereof pursuant to Rule 58 of the Ohio Rules of Civil Procedure.

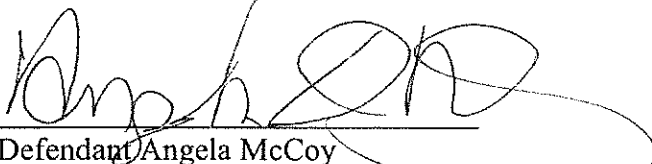
Entered this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Honorable Greg S. Stephens  
Butler County Court of Common Pleas

Agreed:

\_\_\_\_\_  
Scott D. Phillips (0043654)  
Jonathan E. Roach (0092498)  
sPhillips@fbtlaw.com  
jroach@fbtlaw.com  
FROST BROWN TODD LLC  
9277 Centre Pointe Drive, Suite 300  
West Chester, Ohio 45069  
(513) 870-8200  
(513) 870-0999 (facsimile)  
*Attorneys for Plaintiff West Chester  
Township Board of Trustees*

  
\_\_\_\_\_  
Matthew T. Fitsimmons (0091000)  
*Attorney for Defendant*

  
\_\_\_\_\_  
Defendant Angela McCoy



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Julie K. Effler  
Butler County CSEA Attorney  
315 High Street, 7<sup>th</sup> Floor  
Hamilton, Ohio 45011

0091532.0315629 4866-1121-8222v1

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Motion not to object to a new D1 liquor permit for Flame India Restaurant Inc dba Flame India Restaurant, 9446 Water Front Drive

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

*Handwritten initials*

**NOTICE TO LEGISLATIVE  
AUTHORITY**

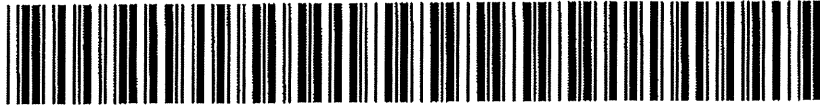
**OHIO DIVISION OF LIQUOR CONTROL**  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

<b>2769446</b>		<b>NEW</b>	<b>FLAME INDIA RESTAURANT INC DBA FLAME INDIA RESTAURANT 9446 WATER FRONT DR WEST CHESTER TWP WEST CHESTER OH 45069</b>
PERMIT NUMBER		TYPE	
ISSUE DATE			
<b>09 27 2022</b>			
FILING DATE			
<b>D1</b>			PERMIT CLASSES
PERMIT CLASSES			
<b>09</b>	<b>948</b>	<b>A</b>	<b>D56954</b>
TAX DISTRICT			RECEIPT NO.

FROM **09/29/2022**

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED **09/29/2022**

RESPONSES MUST BE POSTMARKED NO LATER THAN. **10/31/2022**

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 2769446**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**WEST CHESTER TOWNSHIP TRUSTEE  
ATTN TOWNSHIP FISCAL OFFICER  
9113 CINCINNATI DAYTON RD  
WEST CHESTER OHIO 45069**



# WEST CHESTER POLICE DEPARTMENT LIQUOR PERMIT INVESTIGATION

Date application received: <u>6/21/22</u>		Report date: <u>6/22/22</u>	
<b>2769446</b> Liquor Permit Number		<b>NEW</b> Type of Permit Requested	
Applicant 1: <b><u>Kuldip Singh</u></b> Name <b><u>4482 Tylers Vista</u></b> Address <b><u>West Chester, OH. 45069</u></b> City, State, Zip Code		Local law enforcement history: <b>No local history.</b>	
Applicant 1: <b><u>Paravdipan S. Kang</u></b> Name <b><u>8260 Fox Knoll Ct.</u></b> Address <b><u>West Chester, OH. 45069</u></b> City, State, Zip Code		Local law enforcement history: <b>Minor traffic only.</b>	
Applicant 1: _____ Name  _____ Address  _____ City, State, Zip Code		Local law enforcement history:	
Applicant 1: _____ Name  _____ Address  _____ City, State, Zip Code		Local law enforcement history:	

Description of projected location: **9446 Waterfront Dr. is a pre-existing business located in a strip style complex with other restaurants and light commercial businesses. The area is known as The Streets of West Chester between Civic Centre Blvd and Water Front Dr.**

Diagram/Map attached: Yes

Description of projected business operation: **Flame India will serve Indian inspired cuisine to their patrons. Additionally with these permits they will offer beer, wine and spirituous liquors to their customers.**

**Public institutions within 500 feet of projected site** (May object to permit issue)

ex. Schools, Churches, Libraries, Public Playgrounds and Township Parks

Additional Institutions should be listed in the investigator's narrative.

1. N/A	
Name of Institution	Distance
2.	
Name of Institution	Distance
3.	
Name of Institution	Distance

Impact on surrounding business: **There is no anticipated impact on surrounding area.**

Investigator's narrative: **On June 22, 2022 I stopped in and spoke with a representative with the restaurant. She was the daughter of one of the applicants. She was polite and forthcoming with information.**

**She explained that Flame India just recently opened. The property is leased and is under contract. The restaurant is 4000 square foot and has a dining area and small bar as well as a full kitchen area. The maximum number of occupancy is 140. They serve Indian inspired cuisine. They hope to eventually be able to offer beer, wine and spirits for sale. They have 7 employees all are over 21 years of age. They will be open seven days a week for lunch (11:00-2:30) and dinner (4:30-10:00). One of the applicants does own/operate another restaurant in Montgomery OH. He has one other Ohio liquor permit. There are no public institutions nearby and I don't anticipate any impact on the surrounding area.**

**There are no concerns that the approval of this permit will have an adverse effect on public safety efforts. I see no reason to object to this application for this D2 (Wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00am), D3 (Spirituous liquor for on premises consumption only until 1:00am) liquor permit.**

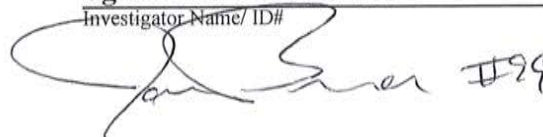
**Addendum:**

**On October 3, 2022 I received a police notification for Flame India indicating that they have applied for a D1 permit. This permit was recently approved by the township and I don't feel the need to re-present it due to this addition.**

Objecting to Liquor Permit? No      If yes, please explain reason for objection:

**Sgt. James Brenner #99**

Investigator Name/ ID#



# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Motion to approve agreement between West Chester Township Board of Trustees and The City of Oxford for participation in the Butler County OVI Task Force; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

<b>Background:</b>
<p>The Police Department is requesting Trustees approval to renew the contractual agreement with the City of Oxford Police Department for participation in the 2022-2023 Butler County OVI Task Force. The West Chester Police Department has participated in this program for many years.</p> <p>The City of Oxford has been the ‘sponsor’ for this task force for the past several years. The proposed agreement is the same agreement that has been used for the past several years. The police department will be compensated up to \$12,000.00 for targeted enforcement to decrease the number of incidences of OVI violations and related offenses.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**OVI COUNTYWIDE TASK FORCE  
CONTRACT**

THIS AGREEMENT, entered into as of this 1st day of October, 2022, by and between The City of Oxford (hereinafter referred to as the "Lead Agency") and The West Chester Police Department (hereinafter referred to as the "sub-grantee"),  
WITNESSETH:

WHEREAS, the Lead Agency has received a Butler County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

WHEREAS, the sub-grantee desires to participate in the Butler County OVI Task Force hereinafter, referred to as "Task Force" and to be reimbursed for its allowable expenses incurred by virtue of said expenses.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. SERVICE RENDERED BY SUBGRANTEE**

Targeted enforcement by sworn law enforcement officers done at approved problem sites determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Butler County OVI Task Force goals, which are to decrease the incidence of OVI violations, decrease the number of alcohol-involved injury crashes and alcohol-involved fatal crashes, use the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Butler County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities. In addition, the sub-grantee shall comply with the following:

- a. Law Enforcement Reports: The sub-grantee will report monthly enforcement activity on OTSO Law Enforcement Activity (GR-24A, GR-24B) forms to the Lead Agency agent, Peter M. Reising. ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)) by the 10<sup>th</sup> calendar day of the following month. Justification for sites selected for enforcement activity should be documented and maintained as a part of the sub-grantee's file for this agreement.
- b. Data Collection and Analysis for Enforcement Site Selection: All law enforcement agencies participating in the Butler County OVI Task Force grant agree to collect current traffic crash data and arrest data. This data is to be submitted by the 28<sup>th</sup> calendar day of the following month to the Lead Agency agent, Peter M. Reising ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)) to compile monthly data reports for the site selection process and justification for OVI enforcement. The data that is required is the date, time and location of 1) OVI arrests, 2) OVI crashes with injuries only and 3) OVI crashes with

fatalities. This is required every month whether or not there was any OVI grant overtime worked.

- c. Training Certification: The sub-grantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate:
  - i. Alcohol-related Traffic Enforcement, Sobriety Checkpoint Training, and SFST/ADAP Training: training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.
- d. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. Enforcement overtime must be between 18:00 hours (6 p.m.) and 06:00 hours (6 a.m.)
- e. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- f. Required Activity: All agencies utilizing overtime enforcement funds from the OTSO are required to participate in the "Click It or Ticket" (CIOT) mobilization and the "Drive Sober or Get Pulled Over" (DSOGPO) mobilization.  
Tentative schedule dates for the mobilizations are:  
CIOT- May 22 thru June 4, 2023  
DSOGPO- August 18 thru September 4, 2023
- g. Attendance at Monthly Meetings: Sub-grantee agrees to have a representative participate in the monthly meeting, which is held the 2<sup>nd</sup> Wednesday of every month at the Fairfield Township Police Department at 10:00 a.m., for the planning of Task Force Activities countywide and media involvement.

## II. **COMPENSATION AND PAYMENT**

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed **\$12,000.00**. This amount may be revised by the contracting parties. Reimbursement will be made for the actual costs, pre-approved fringe rate and fuel cost calculated at five percent (5%) of direct labor costs incurred in support of the Task Force Activities.

To be eligible for reimbursement, sub-grantee will complete and submit all reports described in I(A) by the 10<sup>th</sup> calendar day of the following month to the



Lead Agency agent ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)) and I(B) by the 28<sup>th</sup> calendar day of the following month to the Lead Agency agent ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)) .

The sub-grantee shall complete and submit a monthly invoice by the 10<sup>th</sup> calendar day of the following month to the Lead Agency agent ([bcovitf@gmail.com](mailto:bcovitf@gmail.com)), detailing name and rank of the police officers working the overtime activity, date and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment, unless electronically transferred or direct deposit, then fill with "EFT or DD"

**III. DELIVERY OF SERVICES**

The sub-grantee will complete all work no later than September 30, 2023.

**IV. SUBCONTRACTORS**

The sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

The sub-grantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

**V. MAINTENANCE OF RECORDS**

Sub-grantee shall maintain all records pertaining to this agreement for a minimum of three years, pursuant to the requirements of the OTSO/Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three years after the completion of this contact.

The sub-grantee shall maintain worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the Lead Agency before the start of this agreement, if requested.

**VI. ASSURANCE REGARDING PARENT CONTRACT**

The provisions of the agreement include all of the conditions and assurances of the parent agreement GRANT # OVI-2023-OXFORD DIVISION OF POLICE-00018, dated October 1, 2022 between the Ohio Department of Public Safety and the Lead Agency and the additional sub-grantee provisions both of which are attached hereto as an appendix.

**VII. SANCTIONS FOR NON-COMPLIANCE**

Should sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify sub-grantee in writing as to such

deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

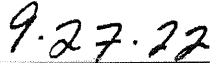
“The opinion, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the State of Ohio, the National Highway Traffic Safety Administration, the Federal Highway Administration, or the Lead Agency.”

**VIII. SIGNATURES**



\_\_\_\_\_  
Signature

Acting Chief Geoffrey Robinson  
Oxford Police Department



\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Chief Joel Herzog  
West Chester Police Department

\_\_\_\_\_  
Date

**State of Ohio Traffic Safety Office**  
**Provisions for Sub-Grantee**

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

**Note:** For clarification purposes, the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

**PROVISION 1 Security Agreement Disclaimer**

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

**PROVISION 2 Reporting Requirements**

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

**PROVISION 3 Patent Rights/Copyrights**

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

**PROVISION 4 Audit Practices**

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**PROVISION 5 Equal Employment Opportunity (E.E.O.)**

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

**PROVISION 6 Certification Regarding Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

**PROVISION 7 Labor Relations**

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

**PROVISION 8 Assurances Regarding the Parent Agreement**

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

**PROVISION 9 Record Retention**

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

**PROVISION 10 Liability Disclaimer**

The parties agree that the Ohio Department of Public Safety, Ohio Traffic Safety Office, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

**PROVISION 11 Line of Credit**

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

“Funding provided in part or solely by the:  
National Highway Traffic Safety Administration  
Federal Highway Administration  
Ohio Department of Public Safety  
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

“The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office.”

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Motion to reapply for the Ohio Attorney General's Ohio Law Enforcement Body Armor Program Grant; and, authorize Township Administrator to accept said grant if awarded

<b>Background:</b>
<p>The Police Department is requesting permission from the Trustees to reapply for the Ohio Law Enforcement Body Armor Program Grant. If approved and accepted, the program will assist in funding the West Chester Police Department in the purchase of new bulletproof vests for the 2022-2023 fiscal year. In 2021, the police department was reimbursed \$8,648.25 through this grant. The Ohio Attorney General’s Office administers the Ohio Law Enforcement Body Armor Program with funding provided by the Ohio Bureau of Workers’ Compensation as part of its Safety Intervention Grant Program. The program requires a 25% local match of funds.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00



# Ohio Law Enforcement Body Armor Program

Application

## ELIGIBLE APPLICANTS

Only Ohio police departments, sheriffs' offices and agencies that are in good standing and current on all fees with the Ohio Bureau of Workers' Compensation may apply. Only Ohio police departments, sheriffs' offices and agencies that have Ohio Bureau of Workers' Compensation state insurance fund policies or belong to entities that have Ohio Bureau of Workers' Compensation state insurance fund policies may apply. State agencies and self-insured departments are not eligible.

## OVERVIEW

This program, funded by the Ohio Bureau of Workers' Compensation, provides money to eligible applicants for the purchase of body armor vests to enhance the safety and prevent injury of law enforcement officers. A "law enforcement officer" is any officer, agent or employee of a unit of local government authorized by law, or by a government agency, to engage in, or supervise, the prevention, detection or investigation of any violation of criminal law, or who is authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time and auxiliary personnel, whether paid or volunteer. An eligible local law enforcement agency may request up to \$40,000 of grant money during FY 2019-23 combined for the purchase of body armor vests, after a local match of 25 percent.

## ORGANIZATIONAL INFORMATION

### Agency Information

Bureau of Workers' Compensation policy #: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Contact Person

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Person Submitting Application (If Different From Contact)

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Chief or Sheriff

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_



**Applicant Payment Information**

Applicant's State of Ohio OAKS ID #: \_\_\_\_\_ (OR) Tax ID # \_\_\_\_\_

Payment address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**PROGRAM INFORMATION**

Number of vests requested: \_\_\_\_\_

How many people, including all staff members, are employed by the agency? \_\_\_\_\_

How many law enforcement officers work for the agency? (The number of requested vests cannot exceed this number.) \_\_\_\_\_

Of those officers, how many are full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

Provide the number of hours worked over the past 24 months by the law enforcement officers in your agency, including overtime: \_\_\_\_\_

How many incidents included shots fired at your agency's law enforcement officers in the past 24 months? \_\_\_\_\_

How many injuries resulted from these incidents? \_\_\_\_\_

How many of these incidents involved law enforcement officers who were wearing body armor vests? \_\_\_\_\_

Use the tables below to provide information on all workers' compensation claims of injury associated with shooting incidents during the past 24 months:

BWC CLAIM OF INJURY NUMBER	OFFICER WAS WEARING BODY ARMOR VEST	
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>

BWC CLAIM OF INJURY NUMBER	OFFICER WAS WEARING BODY ARMOR VEST	
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>
	Yes <input type="radio"/>	No <input type="radio"/>





## CERTIFICATIONS

By signing this application, I certify the following:

- I have the authority to bind the applicant to the terms set forth in this application.
- The applicant has a mandatory wear policy in effect that applies to all uniformed officers on duty.
- The body armor included in the proposed budget meets the National Institute of Justice (NIJ) standards.
- The applicant is in good standing with, and current on, all amounts due and owing to the Ohio Bureau of Workers' Compensation.
- The applicant understands and acknowledges that the Ohio Attorney General and the Ohio Bureau of Workers' Compensation are not responsible for the function of the body armor vests purchased through this grant program and will not be held liable for the same.

## ORGANIZATION AUTHORIZATION AND CERTIFICATION

I understand that by signing this application, I grant the Ohio Attorney General's Office or its authorized agents access to any records for verification and evaluation of the information provided in this application. I understand that completion of the application does not guarantee that I will receive the requested grant.

I certify that the information I have provided in this application is, to the best of my knowledge, a true, accurate and complete disclosure of the requested information. I understand that I may be held civilly and criminally liable under federal and state law for knowingly making false or fraudulent statements.

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SUBMIT**

## INSTRUCTIONS

Completed applications must be signed and submitted no later than **June 30, 2023**. Please be sure to attach quote with itemized costs detailed in the program budget. If the "Submit" button above fails, please email (**DO NOT FAX**) completed applications and related attachments to [BodyArmorGrant@OhioAGO.gov](mailto:BodyArmorGrant@OhioAGO.gov).

Notifications with the award decision will be sent within sixty days. Included in the award decision email will be an Award Acceptance Agreement and Request for Payment Form. **Body armor is to be purchased after receipt of award notification email.**

Once your agency has completed the purchase of the approved body armor, please submit the signed Award Acceptance Agreement and Request for Payment Form, with proof of payment documentation, no later than **September 30, 2023**, to [OhioLEBodyArmor@OhioAGO.gov](mailto:OhioLEBodyArmor@OhioAGO.gov).

Once approved by the Ohio Attorney General's Office, payment will be made.

Additional details regarding disbursement of funds and reporting requirements will be outlined in the Award Acceptance Agreement.

Please direct any questions to [OhioLEBodyArmor@OhioAGO.gov](mailto:OhioLEBodyArmor@OhioAGO.gov).

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Business Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Motion to approve agreement between West Chester Township Board of Trustees and the Butler County Sheriff's Office for mutual aid services; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

<b>Background:</b>
<p>Law Enforcement Officers regularly travel outside their respective jurisdictions during their course of duty. This agreement outlines their authority to take law enforcement action when appropriate and necessary. This Agreement also outlines the responsibilities of the responding agency and the requesting agency in a situation where additional law enforcement resources are needed.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

## Butler County Mutual Police Aid Agreement

**WHEREAS**, certain political subdivisions, elected officials and local governmental units within Butler County, Ohio acknowledge that law enforcement personnel, in the course of their statutorily required duties, often travel outside their jurisdiction in fulfillment of such duties; and

**WHEREAS**, said political subdivisions and local governmental units wish to contract with each other to ensure that when law enforcement personnel from a jurisdiction participating in this agreement is on duty outside of their jurisdiction or responding to a call for assistance outside their jurisdiction said law enforcement personnel have the authority to undertake any tasks, conduct, service or functions required by that law enforcement personnel's professional obligation; and

**WHEREAS**, Sections 311.07, 2935.03(A) of the Ohio Revised Code provide the Butler County Sheriff with jurisdiction to enforce the law throughout Butler County; and

**WHEREAS**, Sections 505.43 and 737.04 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into mutual police aid agreements;

**NOW, THEREFORE, BE IT RESOLVED** by and among the parties hereto that any number of political subdivisions, elected officials and governmental units within Butler County, Ohio, including police districts, may become parties to this Agreement by appropriate authorization and execution of a copy hereof by the elected official, or by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Butler County Sheriff's Office, 705 Hanover Street, Hamilton, Ohio 45011. The Butler County Sheriff's Office shall immediately send to each new party to this Agreement a copy of each signed Agreement and a list indicating the names of the political subdivisions and governmental units which have executed the Agreement.

The parties hereto mutually agree as follows:

1. Each party to this Agreement agrees that, when an on-duty law enforcement officer from an agency which is a party to this Agreement observes a crime in progress outside said officer's jurisdiction, but in the jurisdiction of another party to this Agreement, the officer may make arrests according to law and take such measures as necessary to preserve the crime scene. The arresting officer shall notify the agency in whose jurisdiction the crime was committed as soon as reasonably possible after the officer makes the arrest and, when practical, will relinquish control of arrested parties, evidence and the crime scene. The agency having jurisdiction where the crime was committed will handle all applicable reports, bookings and follow up as necessary to effectively investigate and prosecute the arrest, unless otherwise agreed upon by all involved parties. Furthermore, it is also understood that in some circumstances the ability to formally request assistance may not be practical. Therefore, it is agreed upon that an on duty law enforcement officer may, without a formal request for assistance, respond to a felony crime in progress or to render aid to any law enforcement agency or officer in an emergency situation.
2. The provisions of this agreement shall also apply to any officer who responds, while on duty, in accordance with the operating procedure of his/her employing law enforcement agency, to an emergency call for assistance from another department or officer, outside

of the responding officer's jurisdiction.

3. In any situation in which additional assistance is called for pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction are pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.
4. In accordance with its own policies and general orders, each party to this Agreement maintains police officers, personnel and equipment, which may include canines. ("Resources"). Nothing herein shall obligate any parties to this Agreement to employ or maintain any Resources, nor shall any portion of this Agreement regulate or affect any of the parties to this agreement's procedures regarding same.
5. The parties to this Agreement are governmental entities/political subdivisions and lack authority to indemnify. The parties to this Agreement, agree to be and shall be responsible for their own negligence, actions or omissions, and/or the negligence, actions, or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Agreement. The parties to this Agreement agree to be individually and solely responsible for all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or omissions and/or the negligence, actions or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this Agreement.
6. In no case shall the party herein called upon or present at the time a crime occurs be liable in damages to any other party hereto, or contractual obliges, for failure to answer any police call for assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of equipment or personnel, or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory, or while responding to a call pursuant to the terms of this Agreement
7. Chapter 2744 of the Ohio Revised Code, so far as it is applicable to the operation of law enforcement agencies, applies to the contracting political subdivisions and government units hereunder and to their law enforcement agency members when such members are rendering service outside of their own political subdivision or governmental unit pursuant to this Agreement.
8. Law enforcement agency members acting outside of the political subdivision or governmental unit in which they are employed may participate, if the rules of the Board of Trustees of the policemen's pension or indemnity fund provide therefor, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing political subdivision or governmental unit. They are entitled to all rights and benefits of Chapter 4123 of the Ohio Revised Code to the same extent as while performing service within their own political subdivision or governmental unit,

provided that such members are acting upon authorization of a duly-designated officer or employee of the employing subdivision.

9. The parties agree that no charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration. It is agreed that the consideration for this Agreement is derived from the mutual benefit to each of the parties hereto in the availability of increased resources.
10. The parties agree that all pension, disability, death benefits, worker's compensation, and other benefits enjoyed by law officers through their respective agencies shall extend to the services those officers perform outside their respective political subdivision to the same extent as while acting within the boundaries of their own political subdivision and shall be the sole responsibility of the officer's law enforcement agency and political subdivision
11. This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.
13. This Agreement shall constitute the entire understanding and agreement between the parties to this Agreement, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the parties to this Agreement.
14. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
15. This Agreement shall become operative as to the undersigned party when deposited with the Butler County Sheriff's Office.
16. This Agreement may be executed in multiple counterparts.

---

Larry D. Burks  
Township Administrator

---

Date

Approved As To Form:

---

Donald L. Crain  
Law Director

---

Date

Approved As To Content:

---

Col. Joel Herzog  
Chief of Police

---

Date

DRAFT

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 7, 2022	Business Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Motion to approve Statutory Resolution 29-2022 declaring surplus items for disposal

<b>Background:</b>
<p>We recommend the Trustees approve the disposal of the attached list of items per the guidelines in Section 505.10 of the ORC, concerning property that has a fair market value of two thousand five hundred dollars (\$2,500.00) or less, and no longer meets the needs or demands of the Township, is not needed for public use, is obsolete or is unfit for the use for which it was acquired.</p> <p>Property listed on the Resolution will be assigned a disposal method observed as follows:</p> <p>Auction: Property and vehicles in this category will be offered at an auction site for sale to the highest bidder.</p> <p>Discard/Salvage: Property in this category have no intrinsic value and will be disposed of by whatever means are appropriate.</p> <p>Recycle: The item has no intrinsic value and will be recycled.</p> <p>Trade-in: The item will be used as trade-in against the purchase of another item.</p> <p>Sell: Property is available for purchase.</p> <p>Therefore, the Community Services Department requests the Board approve Statutory Resolution 30-2022 declaring surplus items for disposal.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00



**STATUTORY RESOLUTION NO. 29-2022**

\*\*\*\*\*

**RESOLUTION DECLARING SURPLUS ITEMS FOR DISPOSAL**

**WHEREAS**, the Ohio General Assembly amended Ohio Revised Code, Section 505.10 and enacted procedures for Townships to dispose of motor vehicles, road machinery, equipment and tools which are not needed, obsolete, or are unfit for public use; and,

**WHEREAS**, when the value of said items, in the opinion of the Board of Township Trustees, is two thousand five hundred dollars (\$2,500.00) or less, the Board may sell the property by private sale without advertisement or public notification.

**NOW, THEREFORE BE IT RESOLVED** the West Chester Township Board of Trustees does hereby agree to:

**SECTION 1.** Determine that the items on the attached “Surplus Items for Disposal” list are unfit for the use for which the items were acquired, are not needed for public use, and/or are obsolete.

**SECTION 2.** Determine that the items on the attached “Surplus Items for Disposal” list are valued two thousand five hundred dollars (\$2,500.00) or less.

**SECTION 3.** Declare that the selling price of said items may be credited to the person or firm against the purchase price of other motor vehicles, road machinery, equipment, or tools.

**SECTION 4.** Declare that the selling price of said items may be subtracted from the price of future purchases for new motor vehicles, road machinery, equipment, or tools.

**SECTION 5.** Declare that if the other disposal options do not apply and no offers for purchase or trade are received, the Township personal property may be discarded or salvaged.

**SURPLUS ITEMS FOR DISPOSAL  
LESS THAN \$2,500 IN VALUE PER ORC 505.10  
OCTOBER 11, 2022**

Quantity	Item	ID #	Department	Disposal Method
1	Plotter, Graphtech Plus	04337	Roads	Discard/Salvage
1	HP Laserjet 1320N Printer	04460	Roads	Discard/Salvage
1	Office Chair	00430	Community Services	Discard /Salvage
1	File Cabinet, Black Large HON	13081	Community Services	Discard /Salvage
<b>SURPLUS ITEMS FOR DISPOSAL CONTINUED</b>				
1	File Cabinet, 5 Drawer Grey	12699	Community Services	Discard /Salvage
1	File Cabinet, 5 Drawer Grey	12700	Community Services	Discard /Salvage
1	File Cabinet, 3 Drawer Grey	NA	Community Services	Discard /Salvage

1	Shelving unit, 5 shelves	NA	PIE	Discard /Salvage
1	Shelving unit, tan metal	04664	PIE	Discard /Salvage
1	Shelving unit, grey metal	30495	PIE	Discard /Salvage
1	Jennifer Brashear Seven Chimneys House print	NA	PIE	Discard /Salvage
1	Chair, guest stack (gr. Leaf) (Haworth)	M600-2100	Administration	Discard/Salvage
1	Chair, desk (Vion Mesh Medium Back Synchro-Tilter)	5074	Administration	Discard/Salvage
1	Plantronic Wireless Telephone Headset	C054	Administration	Discard/Salvage
1	Letter folding machine, Martin Yale	575	Administration	Discard/Salvage
2	Chairs, stack armless (burgundy) (Haworth)	MKB692013	Administration	Discard/Salvage
1	File, video w/ 8 drawers	LFS-436/D-0636-D	Administration	Discard/Salvage
2	Chairs, stack armless multi-color (Haworth)	M600-2100	Administration	Discard/Salvage
2	File Cabinets, 4 drawer lateral (HON)	846-847	Administration	Discard/Salvage
1	File, Lateral 2hi (Lucent)	NLFS-0242-1FH	Administration	Discard/Salvage
3	Chairs, stackable (burgundy)	M600-2100	Administration	Discard/Salvage
1	Chair, stack armless multi-color (Haworth)	M600-2100	Administration	Discard/Salvage
1	File cabinet, 3 drawer lateral 36" (Premise)	LFSS-336-LD OH	Administration	Discard/Salvage
	Round Table, 48"	637	Administration	Discard/Salvage
1	Chair, desk arm (blue) (Haworth)	M231-1442	Administration	Discard/Salvage
1	Bookshelf - metal, 4 shelves	5092	Administration	Discard/Salvage
4	Tables, Rectangular	CR8500-GM	Administration	Discard/Salvage
4	box springs	NA	Fire	Discard/Salvage
1	Large EMS Cabinet	10033	Fire	Discard/Salvage
1	Mattress	NA	Fire	Discard/Salvage
1	Wood Chair	12446	Fire	Discard/Salvage
1	Wood Chair	12447	Fire	Discard/Salvage
1	Wood Chair	12448	Fire	Discard/Salvage
1	Wood Chair	F00046	Fire	Discard/Salvage
1	Wood Chair	F00042	Fire	Discard/Salvage
1	Wood Chair	12451	Fire	Discard/Salvage
1	Wood Chair	12453	Fire	Discard/Salvage
1	Wood Chair	F00044	Fire	Discard/Salvage
<b>SURPLUS ITEMS FOR DISPOSAL CONTINUED</b>				
1	Wood Chair	F00047	Fire	Discard/Salvage
1	Wood Chair	12450	Fire	Discard/Salvage
1	Wood Chair	NA	Fire	Discard/Salvage
1	Wood Chair	NA	Fire	Discard/Salvage
1	Wood Night Stands	12454	Fire	Discard/Salvage
1	Wood Night Stands	F00040	Fire	Discard/Salvage
1	Wood Night Stands	12456	Fire	Discard/Salvage
1	Wood Night Stands	12458	Fire	Discard/Salvage
1	Wood Night Stands	12455	Fire	Discard/Salvage
9	Leather Rolling Desk Chairs	NA	Fire	Discard/Salvage
1	Turnout pant-Morning Pride	1503008341	Fire	Discard/Salvage

1	Turnout pant-Morning Pride	1503008350	Fire	Discard/Salvage
1	Turnout pant-Morning Pride	912007942	Fire	Discard/Salvage
1	Turnout pant-Morning Pride	912007941	Fire	Discard/Salvage
1	Turnout pant-Morning Pride	1309005513	Fire	Discard/Salvage
1	Turnout pant-Morning Pride	1111000752	Fire	Discard/Salvage
1	Turnout pant-Morning Pride	1503008335	Fire	Discard/Salvage
1	Turnout pant-Morning Pride	1503008340	Fire	Discard/Salvage
1	Turnout coat-Morning Pride	1111000744	Fire	Discard/Salvage
1	Turnout coat-Morning Pride	1111004990	Fire	Discard/Salvage
1	Fire helmet-Cairns 1044	NA	Fire	Discard/Salvage
1	Fire Gloves	NA	Fire	Discard/Salvage
3	Fire Hoods	NA	Fire	Discard/Salvage

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mark S. Welch, Chair Yes/No

**ATTEST:**

\_\_\_\_\_  
Ann Becker, Vice Chair Yes/No

\_\_\_\_\_  
Bruce Jones, Fiscal Officer

\_\_\_\_\_  
Lee Wong, Trustee Yes/No

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donald L. Crain, Law Director

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
October 11, 2022	Resolution Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Resolution 30-2022 approving a Zoning Map Amendment from R-1A to R-PUD for Case #ZMA04-22 – Anderson Farm

<b>Background:</b>
<p>The following case is scheduled for a 7:00 p.m. Public Hearing and 1st Reading on October 11, 2022:</p> <ul style="list-style-type: none"> <li>Case # ZMA04-22 Anderson Farm</li> </ul> <p>The applicant is requesting approval for a Zoning Map Amendment from R-1A (Suburban Residence District) to R-PUD (Residential Planned Unit Development) and a Preliminary Development Plan for 6 single-family lots on 3.1 acres (2 units per acre) located at 6273 Tylersville Road. Parcel # M5610-029-000-008</p> <p>Enclosed please find the staff report, case materials and related information.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**RESOLUTION NO. 30-2022**

\*\*\*\*\*

**Resolution approving a Zoning Map Amendment from R-1A to R-PUD for Case #ZMA04-22 – Anderson Farm**

**WHEREAS**, on August 12, 2022, Monarch Homes, LLC. submitted an application requesting a Zoning Map Amendment from R-1A (Suburban Residence District) to R-PUD (Residential Planned Unit Development District) and a Preliminary Development Plan for six (6) single-family residential lots on approximately 3.5 acres (1.7 units/ acre); and,

**WHEREAS**, on September 13, 2022, the Butler County Planning Commission conducted a public hearing for the aforesaid application and recommended approval; and,

**WHEREAS**, on September 19, 2022, the West Chester Township Zoning Commission conducted a public hearing for the aforesaid application and recommended approval; and,

**WHEREAS**, by advertisement, a public hearing for the aforesaid application was conducted before the West Chester Township Board of Trustees on October 11, 2022 as applied for by Monarch Homes, LLC; and,

**WHEREAS**, all those present for the hearing who wished to be heard voiced their opinions with respect thereto; and,

**NOW THEREFORE, BE IT RESOLVED** that on the basis of the above actions and findings, the West Chester Township Board of Trustees hereby approve the Zoning Map Amendment from R-1A (Suburban Residence District) to R-PUD (Residential Planned Unit Development District) and Preliminary Development Plan with the following conditions:

**SECTION 1.** If not specifically conditioned with an approval of this Major Change and PDP, all subsequent Final Development Plan (FDP) applications shall otherwise remain subject to the conditions as previously and last approved (Trustee Resolution 24-2017).

**SECTION 2.** All right-of-way dedications and access points shall be coordinated and constructed as required by the BCEO and WCT standards. Additionally, parking shall be prohibited on the private access drive in order to accommodate safety services.

**SECTION 3.** The internal, private drive shall be illustrated as extending and stubbed to the west property line along the portion of the east/ west orientation.

**SECTION 4.** A preliminary drainage report, pursuant to the Butler County Subdivision Regulations, Section 4.07, shall be provided to the BCEO and approved prior to the FDP stage.

**SECTION 5.** Detailed site civil engineering plans, including grading plans and stormwater drainage plans and calculations shall be coordinated with the BCEO at the FDP stage, to include compliance with all OEPA and NPDES permits and proper design and alignment of the private access drive with Top Ridge Drive.

**SECTION 6.** All water and sanitary sewer main installation and sanitary lateral plans shall be coordinated with the Butler County Water and Sewer Department (BCWSD) at the FDP stage.

**SECTION 7.** The applicant shall coordinate with the Butler County Water and Soil Conservation District at the FDP stage in regard to the abandonment of any existing septic tanks and/ or private water wells; a high water table note will be required to be added to the final plat to ensure the developer takes special precautions to ensure any basements remain dry; and the high water table note required on the record, subdivision plat.

**SECTION 8.** The applicant shall coordinate with the West Chester Township Fire Department (WCTFD) at the permitting stage in regard to access ways and internal roadways; connections and locations of fire hydrants; fire lane requirements; and all other applicable building and fire codes, to specifically include the following:

- a) All structures will need to be within four-hundred (400) feet of a fire hydrant;
- b) Final decision on the street names;
- c) The private drive shall be constructed at 24 feet in width and will be required to be posted “No Parking – Fire Lane;”
- d) The private street shall be designed and constructed to accommodate turning radius of all fire vehicles; and
- e) The private drive shall meet approved vehicle turnaround (cul-de-sac, hammerhead, etc.) and shall be illustrated on the FDP;

**SECTION 9.** A minimum of a five (5) foot wide sidewalk shall be illustrated on the FDP. The sidewalk shall meet Butler County subdivision regulations, which would require sidewalks on both sides of the private drive, to include being stubbed to the west property lines located at the access point and the east/ west orientation of the private drive.

**SECTION 10.** Any postal, cluster box location shall be coordinated with the U.S. Postal Service and locations and details shall be provided at the FDP stage.

**SECTION 11.** Building setbacks shall be approved as labeled on the Preliminary Development Plan (PDP).

**SECTION 12.** Detailed floor plans and building elevations shall be provided at the FDP stage. All building walls shall contain a minimum of 50% masonry building materials (brick, stone, cultured stone, hardi-panel, etc.).

**SECTION 13.** Street light locations and light fixture details shall be provided at the FDP stage.

**SECTION 14.** A detailed landscaping plan shall be provided at the FDP stage, which consists of adequate landscape screening of any building rear wall that is highly visible from the

Tylersville Road public right-of-way; street trees; dwelling perimeter landscaping details; and subdivision monument sign perimeter landscaping details.

**SECTION 15.** Any subdivision identification, monument sign locations shall be illustrated on the FDP. All signage details, including illumination, shall be provided at the FDP stage.

**SECTION 16.** All open space lots shall be designated as such on the record, subdivision plat.

**SECTION 17.** Any draft DCCRRE, which also establishes the home owners' association (HOA), for the Anderson Farm residential subdivision shall be provided to the WCTCDD for review at the FDP stage. The DCCRRE shall include the Anderson Farm record, subdivision plat as a supplemental exhibit to the DCCRRE. A copy of the recorded DCCRRE shall then be provided to the WCTCDD for the case file records prior to the issuance of zoning certificate.

**SECTION 18.** The property owners and/ or the HOA shall be responsible for keeping all common features and elements well maintained and free from trash and litter; maintaining all drainage ways to ensure the retention areas perform the designated function; and all landscaping shall be well maintained in good condition and the landscaping beds surrounding the subdivision identification, monument sign shall be irrigated with a permanent system prior to the issuance of a final zoning inspection.

**SECTION 19.** A temporary construction road and vehicle staging area shall be illustrated on the FDP, which shall be designed to support all construction traffic in all weather conditions. All roadways to access the site shall be maintained free of any dirt, debris, dust, etc. due to the construction of the site.

**BE IT FURTHER RESOLVED** that all plats, plans, applications, and other data submitted are hereby incorporated into this approval.

*Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.*

**ATTEST:**

_____	Mark S. Welch, Chair	Yes/No
_____	Ann Becker, Vice Chair	Yes/No
_____	Bruce Jones, Fiscal Officer	_____
_____	Lee Wong, Trustee	Yes/No

**APPROVED AS TO FORM:**

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Donald L. Crain, Law Director

PROPOSED





**WCT Board of Trustees Staff Report**

**October 11, 2022**

**CASE NO. ZMA 04-22  
ANDERSON FARM - ZMA & PDP**

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**REQUEST:** Zoning Map Amendment - District Reclassification  
  
FROM: R-1A (Suburban Residence District)  
  
TO: R-PUD (Residential Planned Unit Development District)

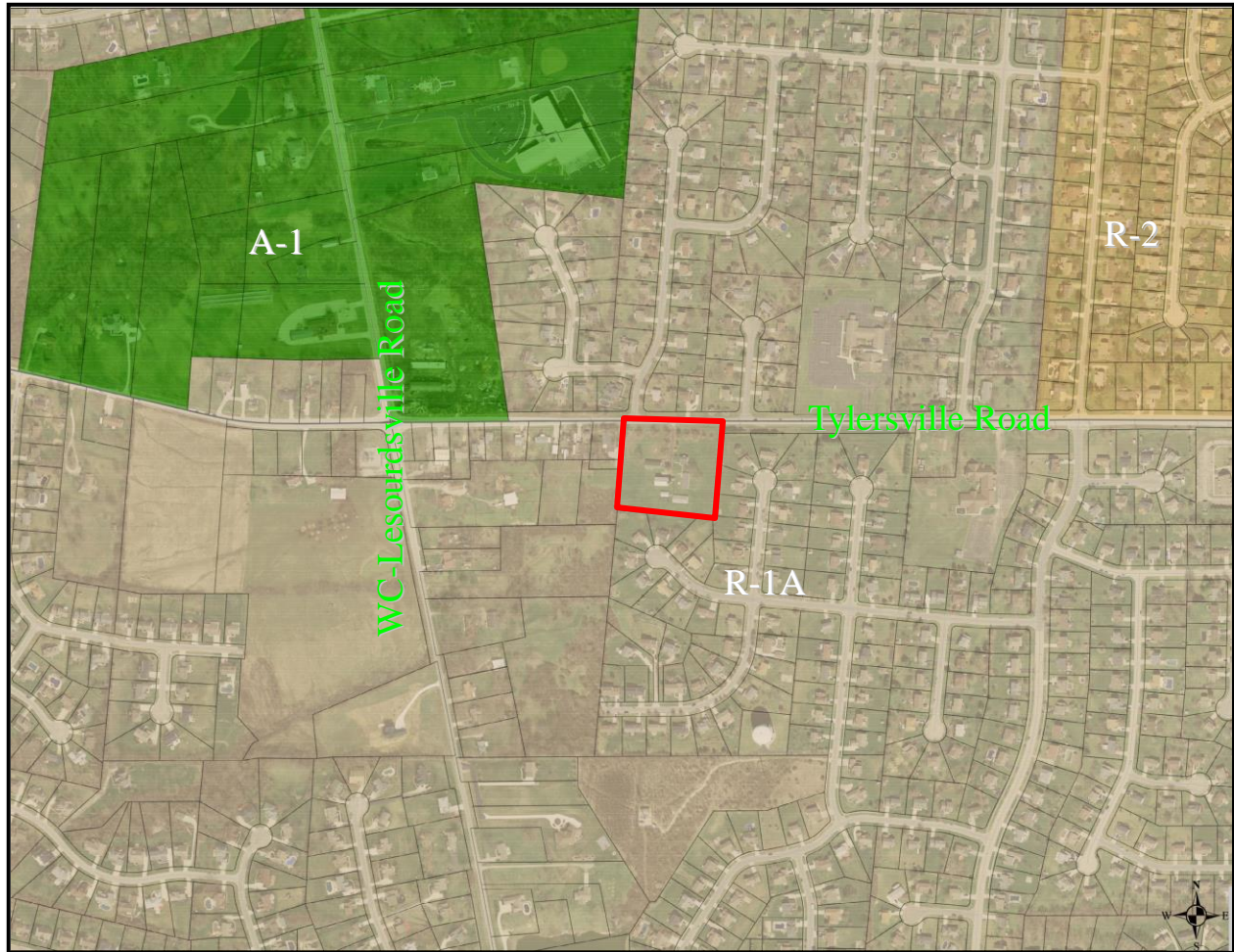
**PROPERTY OWNER:** Monarch Homes, LLC.

**APPLICANT:** Monarch Homes, LLC.

**LOCATION:** The site is located along Tylersville Road, approximately 965 feet east of West Chester-Lesourdsville Road. (Parcel M5610029000008 - Section 29, Town 3, Range 2)

**SITE DESCRIPTION:** The site consists of one (1) parcel totaling 3.5 acres. The site is characterized as a single-family dwelling containing five (5) accessory buildings.

**CURRENT ZONING:**

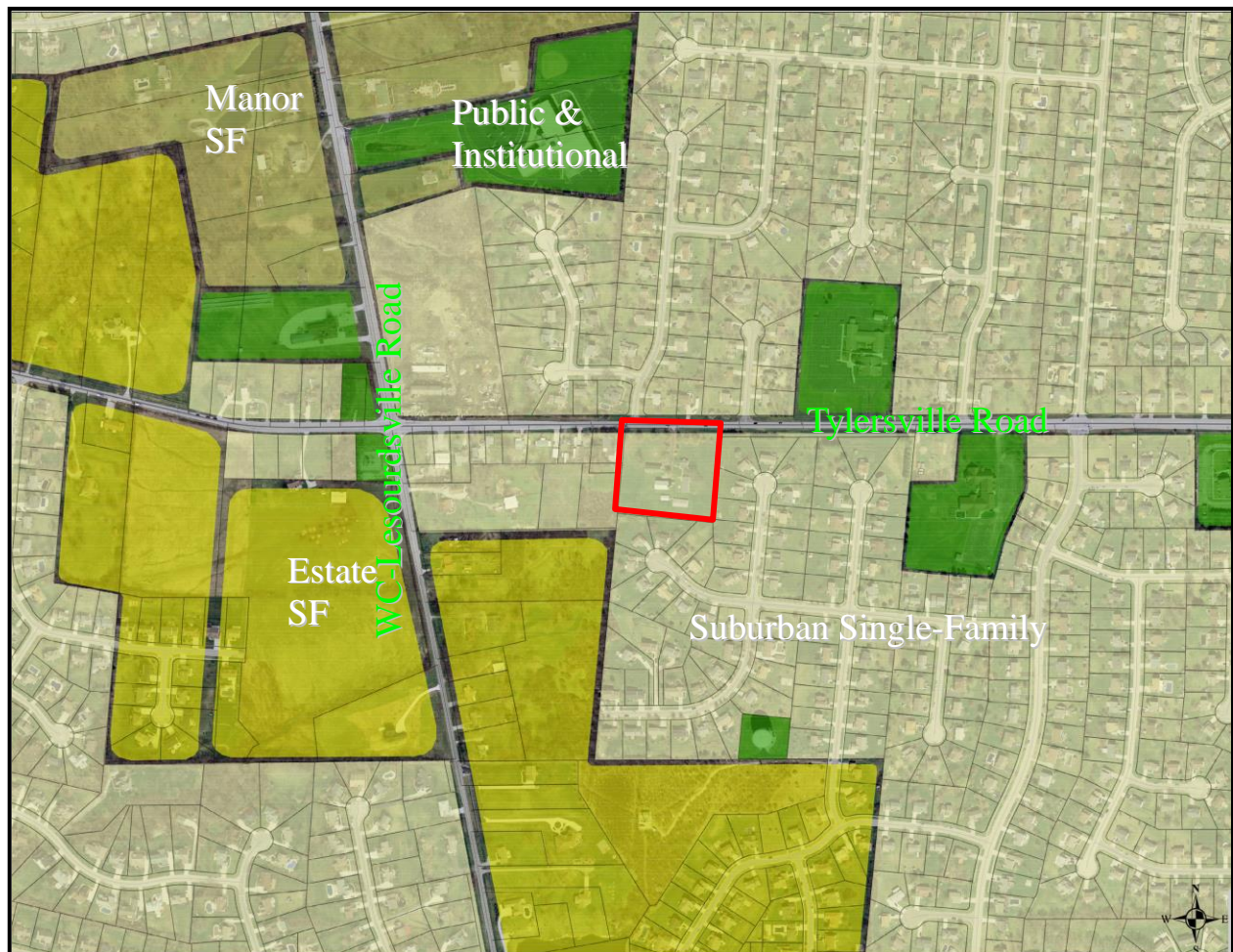


**SURROUNDING  
CONDITIONS:**

Existing Zoning

North:	R-1A	Suburban Residence District
East:	R-1A	Suburban Residence District
South:	R-1A	Suburban Residence District
West:	R-1A	Suburban Residence District

## Proposed Land Use Map:



The West Chester Township Comprehensive Land Use Plan (CLUP) proposes Suburban Single-Family as the adopted land use recommendation for the subject site.

**Suburban Single-Family** – “Medium density detached single-family housing and related compatible uses.”

**General Location and Development Characteristics:**

- Density not exceeding three (3) dwelling units/ acre; and
- Unique development and architectural design characteristics such as neo-traditional are encouraged.

**APPLICANT'S  
PROPOSAL:**

Site development has been designated to occur in one (1) phase and construction is scheduled to be completed by 2023, which will include the following:

- 6 SFR lots on 3.5 acres (1.7 units/ acre) with a median lot size of 22,000 square feet, but varying in size up to 31,000 square feet, and the following minimum building setbacks:
  - *Front yard - 30' minimum*
  - *Side yard - 10' minimum; 25' total*
  - *Rear yard - 45' minimum*

**STAFF  
CONSIDERATIONS:**

The subject site is consistent with the intent and purpose of the West Chester Township Comprehensive Land Use Plan's (CLUP) recommended Suburban Single-Family land use classification by achieving compatibility with the surrounding land uses. The area of the site offers the opportunity for lot sizes that are consistent with the recommended and surrounding density and the enjoyment of significant open space to surrounding residences and future residences of the site.

The proposed Preliminary Development Plan (PDP) is also consistent with the intent and purpose of the CLUP development characteristics. The lot sizes and yard requirements are typical of a suburban residence district, the PDP is maintaining consistency with the recommended density, which is characterized as not exceeding three (3) dwelling units per acre and providing a feasible site layout.

Although not typical of a PUD site, which recommends a five acre or larger site, the developer has agreed to develop the site as an in-fill PUD site in order to address the Townships site design recommendations. These recommendations included a consolidated access way that aligns with Top Ridge, which is the intersecting roadway and an extension of the proposed roadway that will be stubbed to the west property line for future cross-access if those properties are redeveloped.

The Butler County Engineer's Office (BCEO) has indicated further coordination will be required for right-of-way dedication; a preliminary drainage report meeting Section 4.07 of the subdivision regulations; compliance with OEPA and NPDES permits; and the proposed access point location and design. Furthermore, the BCEO has stated they are concerned that the scope of the development may require a detention/ retention basin, which may impact density. Additionally, if a downstream restriction exists the stormwater facilities must be designed to not exceed downstream restrictions. Therefore, the BCEO recommends drainage concerns be resolved prior to the Zoning Commission hearing.

In addition to the BCEO and the West Chester Fire Department access roadway requirements, consideration should be given to require the private drive be stubbed to the west property line where the road begins the east/ west orientation.

The Butler County Water and Sewer Department has indicated water main extension will be required to serve the proposed lots and sewer main will need to be extended to the upstream boundary.

The Butler County Water and Soil Conservation District has indicated any existing septic tanks and/ or private water wells will need to be abandoned and a high water table note will need to be added to the final plat to ensure the developer takes special precautions to ensure any basements remain dry.

Pedestrian facilities have not been illustrated on the PDP. Therefore, a minimum of a five (5) foot wide sidewalk should be illustrated on the FDP, which meets Butler County subdivision regulations and coordinate adjoining property line termination points at the FDP stage.

The applicant has not provided any building elevations at this preliminary stage. However, the applicant is aware of the typical Township requirements for a minimum of 50% high-quality masonry materials on all building walls and is subject to providing those examples at the FDP stage.

An example of a subdivision identification sign has not been provided at this stage either, but the applicant is also aware of the typical requirements, which consists of a high-quality, masonry structure, location and height dimensions, and lighting meeting the West Chester Township Zoning Resolution, Article 11. Therefore, signage details should be provided at the FDP stage for further review.

The West Chester Township Zoning Commission held a public hearing on September 19th and given all considerations in regard to the existing conditions; the proposed use in relation to the surrounding character; and the overall general welfare of the Township, the Zoning Commission recommended approval of the zoning map amendment and the proposed preliminary development plan.

All other requirements in regard to detailed engineering, building elevations and floor plans, signage, landscaping plans, etc. will be addressed further at the FDP stage, unless the applicant cannot provide adequate information or adequately address any of the Board members concerns at the public hearing.


**ACTION:** The West Chester Township Board of Trustees may now approve, approve with modifications, or deny the submitted Zoning Map Amendment and Preliminary Development Plan, unless additional information is deemed necessary to make an informed decision.



# Application for a ZONING MAP AMENDMENT TO A PUD DISTRICT

WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT  
9577 BECKETT ROAD • SUITE 100 • WEST CHESTER, OHIO 45069-5014



<b>A. APPLICANT INFORMATION</b> NAME: <u>Monarch Homes, LLC</u> PHONE: (513) <u>331</u> - <u>9006</u> ADDRESS: <u>726 E Main St, Suite F107</u> CITY/ST/ZIP: <u>Lebanon, Ohio 45036</u> EMAIL: <u>chris@monarchhomesohio.com</u> APPLICANT IS THE: <input checked="" type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> OPTIONEE	 <p style="text-align: right;">CASE # <u>ZMA04-22</u> <u>Anderson Farm</u></p>
<b>B. PROPERTY INFORMATION</b> PROPERTY ADDRESS (IF ANY): <u>6273 Tylersville Rd</u> CITY/ST/ZIP: <u>West Chester, Ohio 45069</u> SECTION: <u>29</u> TOWN: <u>3</u> RANGE: <u>2</u> PARCEL #: <u>M 5610029000008</u> CURRENT USE OF PROPERTY (CHECK ALL THAT APPLY): <input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> OTHER	
<b>C. PROPERTY ZONING</b> CURRENT ZONING OF PROPERTY: <u>R-1A</u> REQUESTED ZONING OF PROPERTY: <input type="checkbox"/> C-PUD <input checked="" type="checkbox"/> R-PUD <input type="checkbox"/> I-PUD <input type="checkbox"/> SP-PUD TOTAL ACRES OF PROPERTY TO BE REZONED: _____	<b>PAYMENT INFORMATION</b> FEE AMOUNT: \$750.00 RECEIPT #: <u>50901+</u> RECEIVED BY: <u>MM</u>
<b>D. PROPERTY OWNER INFORMATION</b> (LIST ALL PARCELS AND PROPERTY OWNERS THAT ARE INCLUDED WITH THIS APPLICATION)	
1. PARCEL #: <u>M 5610029000008</u> NAME: <u>Monarch Homes, LLC</u> PHONE: (513) <u>331</u> - <u>9006</u> ADDRESS: <u>726 E Main St, Suite F107, Lebanon, OH 45036</u>  2. PARCEL #: <u>M</u> - - - - NAME: _____ PHONE: ( ) _____ - _____ ADDRESS: _____  3. PARCEL #: <u>M</u> - - - - NAME: _____ PHONE: ( ) _____ - _____ ADDRESS: _____  4. PARCEL #: <u>M</u> - - - - NAME: _____ PHONE: ( ) _____ - _____ ADDRESS: _____	
<b>E. DESCRIPTION OF REQUEST</b> <u>Re-Zoning from R-1A to R-PUD per PUD proposed plans</u> _____ _____	

As the Applicant, I do hereby agree that I am the Property Owner, or I am submitting this application on behalf of the Property Owner with their knowledge and understanding. Furthermore, I hereby certify that the information and statements provided on this application, drawings and specifications are true and correct to the best of my knowledge and belief. I understand that all information submitted with this application will be assumed to be correct and the Applicant shall assume responsibility for any errors and/or inaccuracies resulting in an improper application.

Applicant Signature: Chris Pernice Date: 8/16/2022  
Printed Name: Chris Pernice



*Submission Instructions and Requirements for a*  
**ZONING MAP AMENDMENT TO A PUD DISTRICT**



**DESCRIPTION OF REQUEST AND REASONS FOR ZONING MAP AMENDMENT FORM**

**THE APPLICANT SHOULD PREPARE DEFINITIVE STATEMENTS REGARDING THE FOLLOWING:**

1. WHAT ARE THE SPECIFIC CHANGES IN THE CHARACTER AND CONDITIONS OF THE AREA WHICH HAVE OCCURRED TO MAKE THE PROPERTY NO LONGER SUITABLE OR APPROPRIATE FOR THE EXISTING ZONING CLASSIFICATION OR TO MAKE THE PROPERTY APPROPRIATE FOR THE PROPOSED ZONE DISTRICT?

The parcel we are requesting to be re-zoned is an infill parcel that has unusual dimensions. The widths of the lots using current zoning is just a few feet short in width but exceeds density requirements.

2. WHAT IS THE BENEFIT THAT THE NEIGHBORHOOD OR COMMUNITY AS A WHOLE WILL DERIVE FROM THIS ZONE CHANGE?

The PUD plan we are presenting is in harmony with surrounding homes, being high end single family residences. The shared access point is in the location recommended by the County Engineer.

3. WILL THE SITE BE ACCESSIBLE FROM PUBLIC ROADS WHICH ARE ADEQUATE TO CARRY THE TRAFFIC THAT WILL BE IMPOSED UPON THEM IF THE REZONING IS GRANTED, OR WILL ROAD IMPROVEMENTS BE REQUIRED?

Yes, the proposed PUD plan is for 6 residences which will not substantially add traffic to Tylersville Road

4. HAS THIS REZONING BEEN DISCUSSED WITH REGARD TO TRAFFIC DESIGN WITH THE BUTLER COUNTY ENGINEER'S OFFICE? WHEN? WHO?

Yes, received feedback from Eric Pottenger on April 4, 2022 regarding aligning the access point with Top Ridge Drive.

5. IS THE PROPERTY CURRENTLY OR CAN IT BE SERVICED BY PUBLIC SEWER AND WATER AND CAN PROPER DRAINAGE BY PROVIDED?

Yes, will be serviced by water from Tylersville Rd and Sewer from a new proposed public sewer extension from Bayer Dr per our PUD plan proposal. Drainage patterns will remain the same as they currently are.

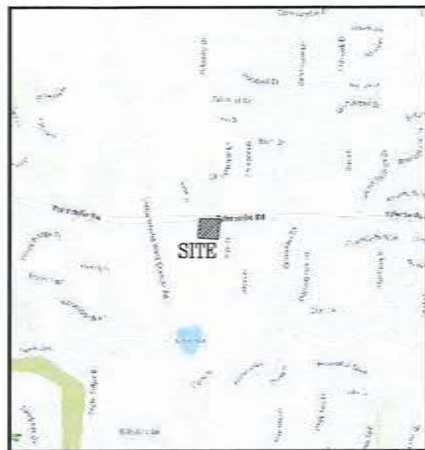
6. WHAT IS THE ANTICIPATED PROPOSED USE PROPERTY AND CHARACTER (ARCHITECTURAL TREATMENT) OF THE DEVELOPMENT?

We anticipate building homes that have stone or brick accents, shake accents, board and batten accents, and architectural details such as corbels and gable pediments.



# PRELIMINARY DEVELOPMENT PLAN ANDERSON FARM

SITUATED IN:  
SECTION 29, TOWN 3, RANGE 2  
WEST CHESTER TOWNSHIP  
BUTLER COUNTY, OHIO



VICINITY MAP  
NTS



SUPERIMPOSITION  
1"=300'

**REVISED**

**FILE COPY**

**RECEIVED**

**SEP 13 2022**

WEST CHESTER TOWNSHIP  
COMMUNITY DEVELOPMENT DEPARTMENT



**SITE DATA**

PARCEL: M5610029000008  
AREA: 3.088 AC. LOTS + 0.458 AC. R/W = 3.546 AC. (TOTAL)  
LOTS: 8 TOTAL (6 BUILDABLE)  
ZONE: R-1A (90' MIN FRONTAGE, 15,000 SF MIN)  
SETBACKS: FRONT=30'  
REAR=45' (20' LOTS 1 & 6)  
SIDES=10' MIN/25' TOTAL

**OWNER/DEVELOPER/APPLICANT**

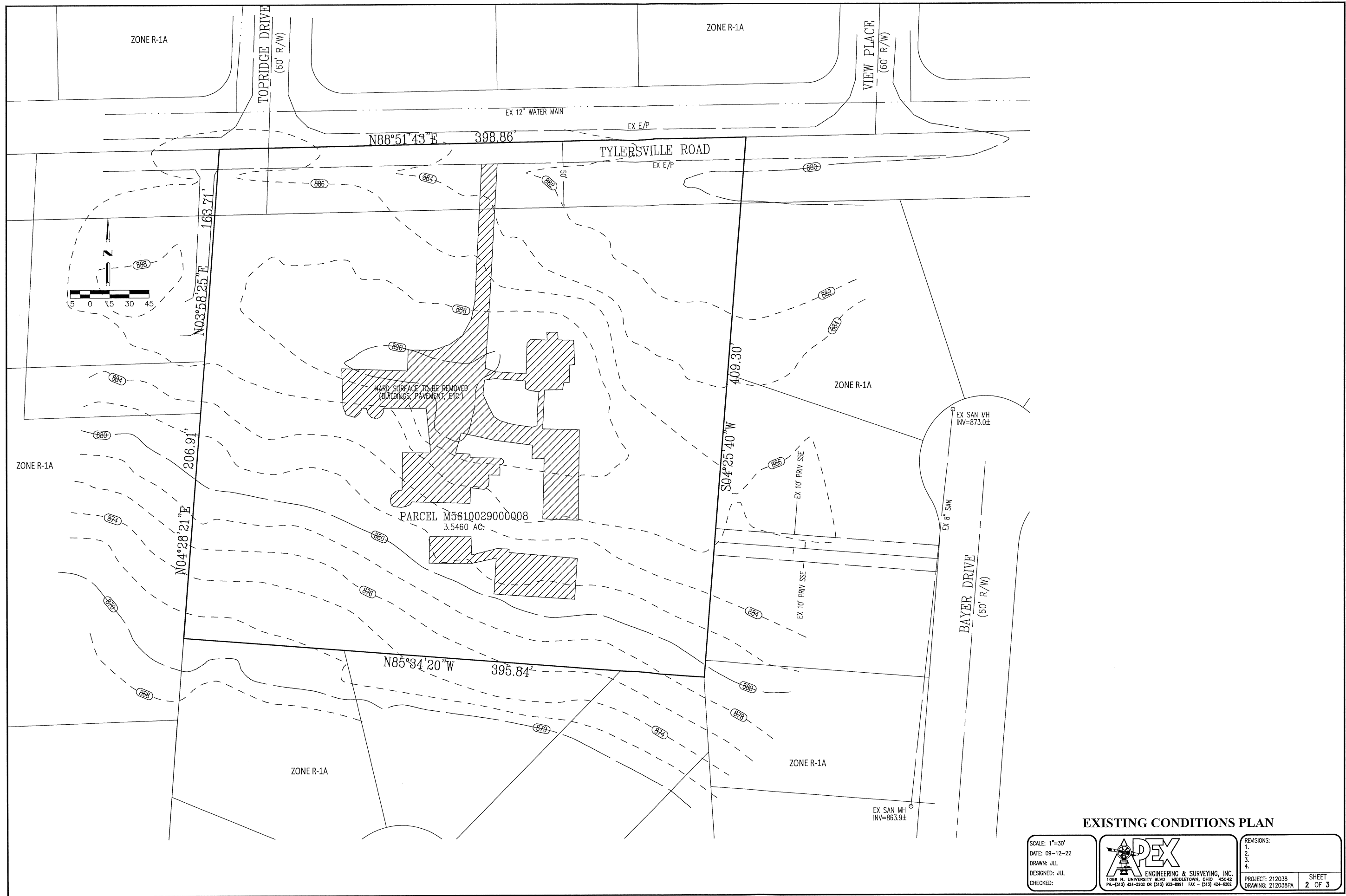
MONARCH HOMES, LLC (CHRIS PERNICE)  
726 E MAIN STREET, SUITE F107  
LEBANON, OH 45036  
(513) 331-9006

**COVER SHEET  
ZONE MAP AMENDMENT**

SCALE: 1"=50'  
DATE: 09-12-22  
DRAWN: JLL  
DESIGNED: JLL  
CHECKED:



REVISIONS:  
1.  
2.  
3.  
4.  
PROJECT: 212038  
DRAWING: 212038PA  
SHEET 1 OF 3



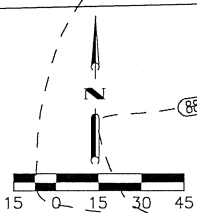
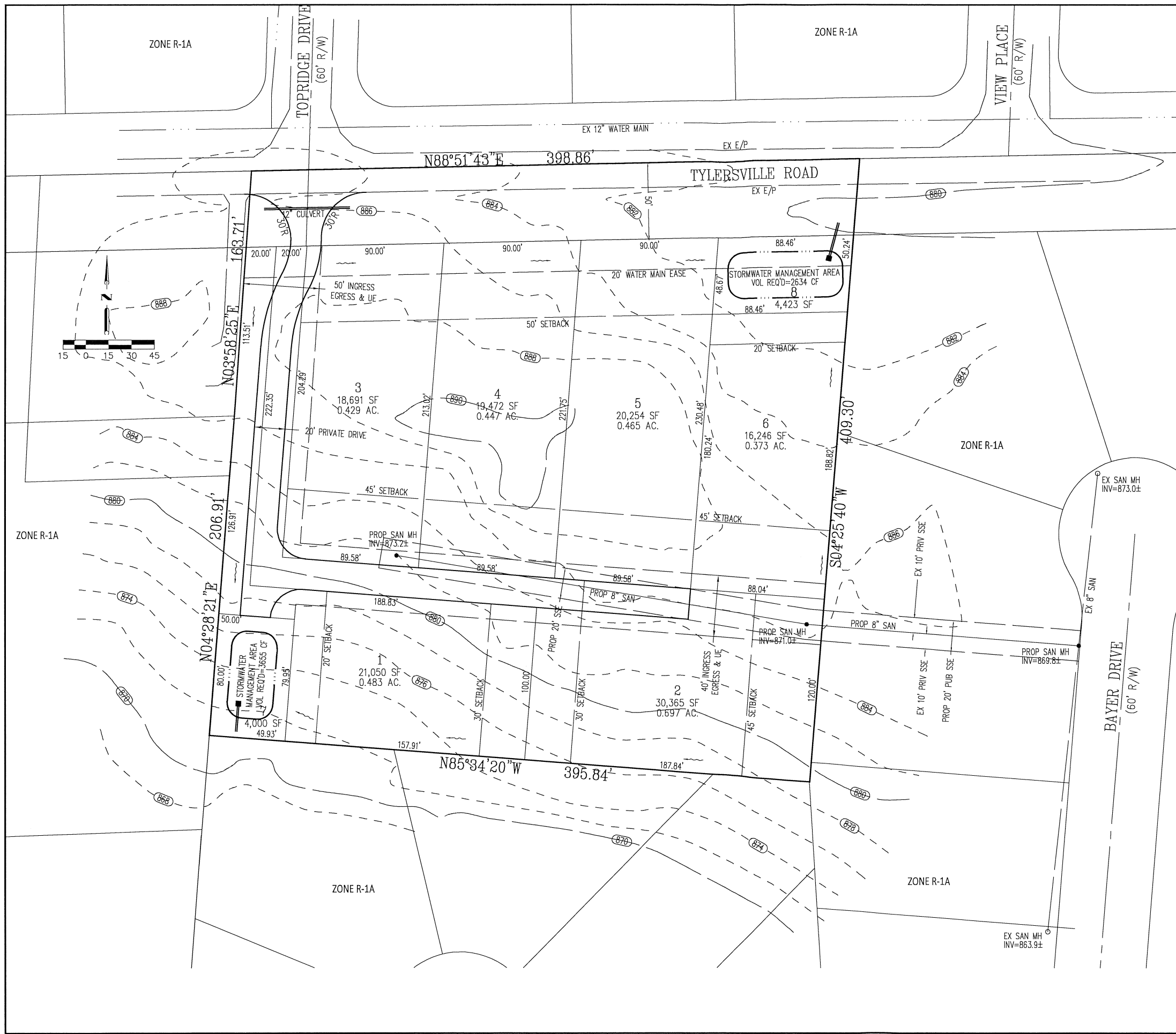
**EXISTING CONDITIONS PLAN**

SCALE: 1"=30'  
 DATE: 09-12-22  
 DRAWN: JLL  
 DESIGNED: JLL  
 CHECKED:



REVISIONS:	
1.	
2.	
3.	
4.	

PROJECT: 212038	SHEET
DRAWING: 212038PA	2 OF 3



**SITE DATA**  
 PARCEL: M5610029000008  
 AREA: 3.088 AC. LOTS + 0.458 AC. R/W = 3.546 AC. (TOTAL)  
 LOTS: 8 TOTAL (6 BUILDABLE)  
 ZONE: R-1A (90' MIN FRONTAGE, 15,000 SF MIN)  
 SETBACKS: FRONT=30'  
 REAR=45' (20' LOTS 1 & 6)  
 SIDES=10' MIN/25' TOTAL

**PRELIMINARY DEVELOPMENT PLAN**

SCALE: 1"=30'  
 DATE: 09-12-22  
 DRAWN: JLL  
 DESIGNED: JLL  
 CHECKED:



REVISIONS:  
 1.  
 2.  
 3.  
 4.  
 PROJECT: 212038 SHEET  
 DRAWING: 212038PA 3 OF 3

**WEST CHESTER TOWNSHIP  
ZONING COMMISSION  
September 19, 2022**

MEMBERS PRESENT: Jim Hahn, Richard Grow, Doug Rinnert,  
Larry Whited, Brian Asbrock (seated)

MEMBERS ABSENT: Jim Williams

STAFF PRESENT: Timothy Dawson, Township Planner  
Beverly Worley, AP III  
Charles Gavin, FBT; Legal Representation

LOCATION: Township Hall

CALL TO ORDER: 6:00 p.m.

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Mr. Hahn called the meeting to order. Mr. Dawson called the roll. A quorum was established.

Mr. Whited made a motion to approve July 18, 2022 minutes, seconded by Mr. Rinnert. Mr. Dawson called the roll. Motion carried 3-0.

Mr. Hahn made a motion to approve FDP 07-22-A The Village North, Phase I; Miscellaneous Improvements and Resolution 22-7; Motion carried 3-0.

Mr. Dawson was sworn in. Mr. Dawson swore in case participants.

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**ZMA4-22 Anderson Farm**

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The applicant is Monarch Homes. The applicant is requesting approval for a Zoning Map Amendment from R-1A (Suburban Residence District) to R-PUD (Residential Planned Unit Development) and a Preliminary Development Plan for 6 single-family lots on 3.1 acres (2 units per acre) located at 6273 Tylersville Road. Parcel # M5610-029-000-008

Mr. Dawson presented the staff report including a PowerPoint presentation, aerials, staff comments, and case history.

**Action**

The West Chester Township Zoning Commission is to recommend approval, approve with modifications, or deny the submitted Zoning Map Amendment / Preliminary Development Plan unless additional information is deemed necessary to make an informed decision.

No questions from the Board

**Applicant**                      **Chris Pernice**  
**Owner, Monarch Homes**

Mr. Pernice gave an additional presentation of the layout and appearance of the homes.

**Josh Liles**  
**Apex Engineering**

Mr. Liles discussed the detention basins.

Mr. Grow asked if a fence is required around the detention ponds.

Mr. Dawson stated it is not required from WCT Zoning.

**Proponents**                      **None**

**Opponents**                      **Normagene Lowe**  
**6169 Tylersville Road**

Ms. Lowe discussed the danger of coming in and out of the driveway as it is now. She's concerned it will become even more dangerous.

**Kathy Fiorenza**  
**6180 Cardington Pl**

Ms. Fiorenza commented that she shared Ms. Lowe's concern regarding the danger of pulling in and out of the drive. Ms. Fiorenza discussed her concern regarding the water issues coming off of the proposed property. Ms. Fiorenza stated her property is at the bottom of the hill. She's concerned where the water will go when the land is taken away that absorbs it now.

**Tim Bubnick**  
**6190 Cardington Pl**

Mr. Tim Bubnick shared his concerns with the water drainage. He showed pictures for exhibits of water around his property.

**Tom Bubnick**  
**6200 Cardington Pl**

Mr. Tom Bubnick shared his concerns with the way the water runs onto his property.

**Mike Novean**  
**6197 Cardington Pl**

He explained how he is a little detached from the proposed property however he does suffer from the effects of the water hitting the roadway and he has also seen the effects that his neighbors suffer.

Mr. Novean explained that he is a civil engineer. He contacted the BCEO to obtain the drawings of the subdivision to see the original intended drainage. He stated the proposed plan goes against the existing subdivision was designed and anticipated to happen. Mr. Novean pointed out differences of the proposed plan compared to what the original plan was intended.

Mr. Hahn asked if all the water drainage was coming from the proposed parcel.

Mr. Novean stated that all the water hitting their backyards other than the small portions of their own backyards is coming from the proposed parcel.

Mr. Whited asked if BCEO had offered any recommendation for relief.

Mr. Novean stated he hadn't voiced any opinions until this meeting.

**Neutral**                      **None**

Mr. Hahn asked the applicants to return to the podium.

Mr. Hahn asked if BCEO had reviewed the case.

Mr. Dawson stated no. WCT just has the general condition that they meet those requirements at the FDP stage.

Mr. Liles stated the site distance with the driveway is from BCEO. BCEO changed our original site to this. Mr. Liles also demonstrated on the PowerPoint their solution for the drainage concern.

Mr. Hahn asked the applicants if they had seen the pictures presented.

Mr. Liles stated he had and that he doesn't doubt the concern; he feels what they are proposing will make it better.

Mr. Hahn wanted to confirm that the applicant is building a swell across the southern property from the east to the west that water will be captured from this parcel into that swell into the basin.

Mr. Liles stated that is correct and diverting a little more to the north.

Mr. Whited asked about making the basins deeper than proposed.

Mr. Liles stated that could work then discussed the cons.

### **Deliberations**

Mr. Grow stated he thought the case should be continued to gather additional information to make sure that the parcels affected by the drainage that this doesn't make it worse.

Mr. Rinnert, Mr. Asbrock, and Mr. Whited are in agreement.

Mr. Hahn did not agree. He suggested that the neighbors get a little more involved with the BCEO and explain their concerns. He stated the application meets the land use, the setbacks, the density and all the things the Board is to consider.

Mr. Hahn asked if the applicant had to come back before Zoning Commission.

Mr. Dawson stated that they will have a public hearing with the Board of Trustees just on the map amendment and the PDP. They will come back before ZC for a judiciary decision at the FDP stage where we can get further details.

Mr. Hahn suggested to pass this application. In the meantime they will need to get a grading and storm water plan and get it approved by BCEO.

All Board Members agreed.

Mr. Dawson reminded the Chairman of the adjacent resident's concern regarding the line of sight. An option would be to condition an easement where she could share this drive as long as she's willing to accept.

Ms. Lowe was asked to return to the podium and she stated she was not in agreement.

Mr. Hahn explained that BCEO will review the application again with the grading plan is submitted. If BCEO feels it's unsafe, they will propose a different option.

**Mr. Hahn made a motion to approve Case # - ZMA04-22 Anderson Farm with staff and other agency comments and recommendations. Mr. Rinnert seconded the motion.**

Mr. Hahn spoke to the audience to ask them to come back to the meeting when the applicant applies for the FDP. Mr. Hahn asked the applicant to stay in contact with the neighbors of the adjoining property.

**Aye: Mr. Rinnert, Mr. Whited, Mr. Hahn, Mr. Grow, Mr. Asbrock**

**Nay:**

**Motion carried 5-0**

**Administrative Business:**

The next ZC meeting is scheduled for Monday, October 17, 2022 @ 6:00 p.m. This serves as Public Notice for this meeting.

Mr. Hahn adjourned the meeting at 7:05 p.m.

**These Minutes do not purport to be the entire record. A complete transcription of these proceedings was taken under supervision of the Secretary from an audiotape and may be obtained upon written request. Any charges for preparing such transcripts shall be borne by the person requesting same and must be prepaid.**

Chairman:

Secretary:

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Jim Hahn

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Timothy Dawson