

West Chester

— OHIO —

Trustees Meeting Agenda January 24, 2023

Trustees

Ann Becker, Chair
Lee Wong
Mark S. Welch

Fiscal Officer

Bruce Jones
Administrator
Larry D. Burks

5:00 P.M.

Regular Meeting

Mrs. Becker

- 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)

Mrs. Becker

Presentations

None

Mrs. Becker

Action Items - For approval by motion

- A. Motion to approve Trustee Meeting Minutes - January 10, 2023
- B. Motion to approve payment of bills - December 23, 2022 through January 12, 2023

Mr. Burks

Requisitions - Greater than \$7,500.00

- | | | |
|-------------|---------------|---|
| 1. Adm | \$ 46,489.21 | Frost Brown Todd LLC - Legal Services through December 31, 2022 (various departments) |
| 2. CIT | \$ 25,000.00 | Federal Field Services LLC - Replace batteries and perform preventative maintenance on outdoor weather warning sirens (CIP# 1629) |
| 3. CIT | \$ 14,473.28 | Nuspire Corporation - Renew annual service and support for network protection devices |
| 4. CIT | \$ 9,817.26 | ESRI, Inc. - Renew license and support for ArcGIS software, and purchase service credits |
| 5. Services | \$ 401,000.00 | Miller Cable Company - Install new traffic signal at Tylersville Road and Smith Road (CIP# 1733) |

January 24, 2023

Mr. Burks

Personnel Items

- 6. Services Hire Duane Eric Brown to the position of Laborer Operator effective January 23, 2023 at the hourly rate of \$19.40

Mr. Burks

Business Items

- 7. Adm Motion to advertise Request for Proposals to provide annual mental health check-ins for all first responders
- 8. Adm Motion to approve Statutory Resolution 02-2023 restating the terms of Resolution 22-2015, which revised the fund entitled “West Chester Connections Fund”; and, renaming the Connections Fund to the “West Chester Parks Fund”
- 9. Police Motion not to object to a new D1 liquor permit for WNB Factory OH CN02 LLC dba WNB Factory, 9037 Union Centre Boulevard Ste D
- 10. Police Motion to apply for Firehouse Subs Public Safety Foundation Grant; and, authorize Township Administrator to accept said grant if awarded
- 11. Services Motion to approve rental agreement between West Chester Township Board of Trustees and Fussball Club Cincinnati LLC for a recreational-level youth soccer camp at Beckett Park; and, authorize Township Administrator to make non-substantive changes with Law Director approval
- 12. Services Motion to approve Statutory Resolution 01-2023 affirming obligation for West Chester Township’s share of Butler County Engineer’s Beckett Road and Tylersville Road Roundabout Project (CIP# 1739)

First Reading of Resolutions & Reading of Emergency Resolutions

- 13. 1st Reading Motion to approve Resolution 03-2023 approving Zoning Map Amendment and Preliminary Development Plan for Case #ZMA05-22 – Lyons Property (To be read at public hearing)

Citizen’s Comments

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

Discussion Items & Elected Official Comments

Public Hearing

Case #ZMA05-22 – Lyons Property

Adjourn

AGENDA ITEM COVER SHEET

| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Action Item |
| Submitted By: | |
| Larry D. Burks, Township Administrator | |

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| Motion: |
| Motion to approve Trustee Meeting Minutes - January 10, 2023 |

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| Background: |
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|----------------|------------------------|------|---------------------------|--------|
| Finance | Budgeted Item: | N/A; | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | | Total Encumbrance: | \$.00 |

**Record of Proceedings:
West Chester Township Board of Trustees –
Organizational and Regular Meeting**

January 10, 2023

2023 Organizational Meeting

Fiscal Officer Jones convened the 2023 Organizational meeting at 5:00 p.m. and called roll. Mr. Welch, Mrs. Becker, and Mr. Wong responded.
Pledge of Allegiance: Repeated by those present.

Mr. Jones asked for nominations for Vice-Chairperson of the Board for 2023 and Mrs. Becker nominated Mr. Wong. There were no other nominations. Nominations were closed. Mr. Wong was subsequently unanimously elected Vice Chairperson of the Board for 2023.
Mr. Jones asked for nominations for Chairperson of the Board for 2023 and Mr. Welch nominated Mrs. Becker. There were no other nominations. Nominations were closed. Mrs. Becker was subsequently unanimously elected Chairperson of the Board for 2023.
Whereupon Mr. Jones handed the gavel over to Mrs. Becker to a rousing round of applause.

Regular Meeting

Convene: Chairperson Becker convened the meeting at 5:03 p.m.
Thereupon, Mr. Welch motioned to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of: (1) To consider the purchase of property for public purposes, the sale of property by competitive bid, or the sale or other disposition of unneeded, obsolete, or unfit- for-use property in accordance with section 505.10 of the Revised Code, and (2) conference with an attorney for the Township concerning disputes involving the Township that are the subject of pending or imminent court action.

MOTION seconded by Mr. Wong. Mrs. Becker said the Board would return to adjourn the Executive Session and to resume the Regular meeting. Discussion: none. **Motion carried unanimously.**

Mrs. Becker declared the meeting in recess.

Post Executive Session/ Adjournment

MOTION made at 6:04 p.m. by Mr. Wong to adjourn the Executive Session and resume the January 10, 2023 Regular meeting, seconded by Mr. Welch. Discussion: none. **Motion carried unanimously.**

Citizen's Comments

There were no citizen comments.

MOTION made by Mr. Welch, seconded by Mr. Wong, to move Personnel agenda Item 5 to this part of the agenda.

MOTION made by Mr. Welch, seconded by Mr. Wong, to promote Jacob Oakes to the position of Fire Lieutenant effective January 15, 2023 at the hourly rate of \$34.19. Discussion: The Trustees each expressed praise for the West Chester Fire Department and the services performed by our firefighter/EMTs. **Motion carried unanimously.**

Thereupon Mr. Jones gave the Oath of Office to Lieutenant Oakes, accompanied by Chief Prinz, and subsequently pinned by his wife.

Presentations

Proclamation-Live the Dream: Our Declaration of Unity: Public Information & Engagement Director Mrs. Wilson read the Proclamation giving recognition and reason for celebrating Martin Luther King, Jr. day, January 15th and the program to be held at the Cornerstone United Methodist Church.

Gail Webster, 4308 Tylersville Rd. addressed the meeting and explained the walk beginning at Cabela's and program to be held at the church.

Action Items – For Approval by Motion

MOTION made by Mr. Welch, seconded by Mr. Wong, to set 2023 meeting dates. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve the Trustee Meeting Minutes for December 20, 2022. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve payment of bills - December 9, 2022 through December 22, 2022. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve Then and Now Certificate(s). Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve the Trustee Special Meeting Minutes for December 7, 2022. Discussion: none. **Motion carried unanimously.**

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

Requisitions – Greater than \$7,500.00

- | | | |
|-------------|-------------|--|
| 1. Comm Dev | \$15,000.00 | XPEX LLC - Purchase 2023 professional services for plan review assistance |
| 2. Police | \$8,664.48 | LexisNexis Risk Data Management - Renew annual subscription for access to legal research |
| 3. Services | \$100,000.0 | Morton Salt, Inc. - Increase Purchase Order S223039 for road salt |

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve payment of requisitions 1 through 3. Discussion: none. **Motion carried unanimously.**

Personnel Items

MOTION made by Mr. Welch, seconded by Mr. Wong, to adopt West Chester Township Policy and Procedure Manual; and, replace all other personnel policies and legislation. Discussion: Ms. Brown had given a brief presentation to the Board as to changes to the personnel policies.

Motion carried unanimously.

Business Items

MOTION made by Mr. Wong, seconded by Mr. Welch, to set February 14, 2023, 5:00 p.m. for the 2023 Operational Budget work session. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to not object to a TRFO C1 and C2 liquor permit from JN Iqbal Inc., dba West Chester Quick Stop, 8865 Cincinnati-Dayton Road, to DEV Convenience LLC, dba West Chester Quick Stop, 8865 Cincinnati-Dayton Road. Discussion: none. **Motion carried unanimously.**

First Reading of Resolutions & Reading of Emergency Resolutions

There were no first readings of resolutions or readings of emergency resolutions.

Citizen's Comments

There were no citizen's comments.

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

There were no second readings & vote on pending resolutions, or vote on emergency resolutions.

Discussion Items & Elected Official Comments

Mrs. Becker praised Services for their performance during the Christmas storm.

Mr. Jones noted it is the bicentennial year for the Township.

Mr. Wong made opening comments on a pickle ball presentation. Subsequently, Ms. Brown gave a presentation noting the popularity of pickle ball as well as pickle ball court options for the township. The Board had substantial discussion. Ms. Brown concluded by saying it appeared there was short term support for installing a windscreen, seating, shading, and additional research. The Board concluded that they would withhold action until after the 2024 Parks Master Plan Project.

Mr. Burks said the Township was still accepting applications for the Zoning Commission and the Board of Zoning Appeals.

Adjournment

MOTION made at 7:26 p.m. by Mr. Wong, seconded by Mr. Welch, to adjourn the January 10, 2023 Regular meeting. Discussion: none. **Motion carried unanimously.**

Respectfully Submitted,

Approved,

Bruce Jones, Fiscal Officer

Ann Becker, Chairperson

DRAFT

AGENDA ITEM COVER SHEET

| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Action Item |
| Submitted By: | |
| Larry D. Burks, Township Administrator | |

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| Motion: |
| Motion to approve payment of bills - December 23, 2022 through January 12, 2023 |

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|--------------------|
| Background: |
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|----------------|------------------------|------|---------------------------|--------|
| Finance | Budgeted Item: | N/A; | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | | Total Encumbrance: | \$.00 |

REPORT PARAMETERS

ORGANIZATION : 001
BANK : 4
PRINT BY : CHECK DATE
SORT OPTION : CHECK #
PRINT DETAILS : Y
BEGINNING CHECK DATE : 12/23/22
ENDING CHECK DATE : 12/29/22
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | TYPE INV VEND | CHECK STATUS |
|--------------|---------|--|--------------------------|----------|---------|--|--|------------------|-----------------|
| 4 | 82653 | \$13071.20 13071.20 | 12/28/22 | 03890 | | 0 ACE STEEL CARPORTS LLC SSC STEEL CARPORT INSTALL | ACESTEEL 9/27/22 | S | OUTSTANDING |
| 4 | 82654 | \$219.98 219.98 | 12/28/22 | 02918 | | 0 NST BATTERY LLC FLASHING LIGHT BATTERIES | P57683317 | S | OUTSTANDING |
| 4 | 82655 | \$7762.00 7762.00 | 12/28/22 | 03663 | | 0 BENCHMARK LAND MANAGEMENT LLC CIP 1398 DORSETSHIRE PIPE | 10523 | S | OUTSTANDING |
| 4 | 82656 | \$283.50 283.50 | 12/28/22 | 00087 | | 10 BUTLER COUNTY SHERIFF'S OFFICE PORTABLE RADIO MICROPHONE | 6052 | S | OUTSTANDING |
| 4 | 82657 | \$49.95 5.99 5.99 3.00 2.50 2.50 19.98 5.00 4.99 | 12/28/22 | 00615 | | 5 CINCINNATI BELL ANY DISTANCE LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 LONG DISTANCE 11/20-12/19/22 | 2323805-12202022 | S | OUTSTANDING |
| 4 | 82658 | \$7042.42 7042.42 | 12/28/22 | 03253 | | 0 CHANGE HEALTHCARE TECH ENABLED SERVICES LLC MANAGEMENT FEES NOV 22 | MD12427 | S | OUTSTANDING |
| 4 | 82659 | \$1670.07 1365.00 72.00 233.07 | 12/28/22 | PD000 | | 140 CHRISTINE DALEY DIGITAL INVESTIGATE CYBER WRLD DIGITAL INVESTIGATE CYBER WRLD DIGITAL INVESTIGATE CYBER WRLD | DALEY 12/13/22 DALEY 12/13/22 A | S | OUTSTANDING |
| 4 | 82660 | \$30.00 30.00 | 12/28/22 | PZ000 | | 17 TIMOTHY DAWSON MILEAGE 11/22-12/21/22 | DAWSON 12/21/22 | S | OUTSTANDING |
| 4 | 82661 | \$484.97 14.87 470.10 | 12/28/22 | 01334 | | 0 DUKE ENERGY 6425 W CHSTR 11/17/22-12/16/22 BECKETT RD 11/23/22-12/22/22 | 910119661924DEC22 910117891788DEC22 | S | OUTSTANDING |
| 4 | 82662 | \$70.79 70.79 | 12/28/22 | ED000 | | 1 VICKI ELDRIDGE MILEAGE 11/28/22-12/20/22 | ELDRIDGE 12/21/22 | S | OUTSTANDING |
| 4 | 82663 | \$393.96 393.96 | 12/28/22 | 03523 | | 0 DEANHOUSTON INC PIE WALL GRAPHIC | INV-131054 | S | OUTSTANDING |
| 4 | 82664 | \$22.38 22.38 | 12/28/22 | 00256 | | 0 FED EX ENGLBERT POLO RETURN TO GALLS | 7-969-70570 | S | OUTSTANDING |
| 4 | 82665 | \$348.52 174.26 174.26 | 12/28/22 | 00972 | | 0 GOLDEN RULE CREATIONS INC UNIFORM WCFD LOGO PATCHES UNIFORM WCFD LOGO PATCHES | 095637 | S | OUTSTANDING |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
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|--------------|---------|---------------------|--------------------------|----------|---------|------------------------------------|-------------------|------------------|-----------------|
| 4 | 82666 | \$203.16 | 12/28/22 | 00585 | | 0 GRAINGER INC. | | S | OUTSTANDING |
| | | 6.78 | 101-SV99-5455-000-000000 | | | AA BATTERIES (24) | 9530899013 | | |
| | | 9.27 | 210-FD00-5354-000-000000 | | | STA 75 LINEAR LED BULB | 9531820554 | | |
| | | 9.27 | 211-EM00-5354-000-000000 | | | STA 75 LINEAR LED BULB | | | |
| | | 135.30 | 210-FD00-5354-000-000000 | | | STA 72 URINAL/TOILET REPAIR | 9530899005 | | |
| | | 42.54 | 201-RD01-5455-000-000000 | | | 3M DBL SIDED TAPE (1 ROLL) | 9536476105 | | |
| 4 | 82667 | \$24.16 | 12/28/22 | SV000 | | 15 ARUN HINDUPUR | | S | OUTSTANDING |
| | | 24.16 | 101-SV00-5341-000-000000 | | | SERB TRAINING | HINDUPUR 12/16/22 | | |
| 4 | 82668 | \$1476.75 | 12/28/22 | 00778 | | 0 HOWELL RESCUE SYSTEMS INC. | | S | OUTSTANDING |
| | | 1476.75 | 210-FD00-5356-000-000000 | | | ANNUAL HYDRAULIC MAINTENANCE | 2203840-IN | | |
| 4 | 82669 | \$37.26 | 12/28/22 | AD000 | | 10 MICHELE HUNKLER | | S | OUTSTANDING |
| | | 37.26 | 101-AD00-5608-000-000000 | | | MILEAGE 6/8/22-12/12/22 | HUNKLER 12/21/22 | | |
| 4 | 82670 | \$5930.24 | 12/28/22 | 00353 | | 0 JOHN DSUBAN SPRING SERVICE | | S | OUTSTANDING |
| | | 208.54 | 210-FD00-5351-000-000000 | | | VEH 311 AIR DRYER ASSEMBLY | 0151507-IN | | |
| | | 5570.70 | 201-RD00-5352-000-000000 | | | TRUCK 20 KING PIN/BRAKES | 0151456-IN | | |
| | | 151.00 | 201-RD00-5351-000-000000 | | | TRUCK 20 SLACK ADJUSTERS | 0151613-IN | | |
| 4 | 82671 | \$772.56 | 12/28/22 | 02282 | | 0 K&M TRUCK, TRAILER & AUTO REPAIR | | S | OUTSTANDING |
| | | 386.28 | 210-FD00-5352-000-000000 | | | VEH 722/VEH 319 SERVICE | 6757 | | |
| | | 386.28 | 210-FD00-5352-000-000000 | | | VEH 722/VEH 319 SERVICE | 6760 | | |
| 4 | 82672 | \$625.00 | 12/28/22 | PZ000 | | 22 KATY KANELOPOULOS | | S | OUTSTANDING |
| | | 625.00 | 101-CD00-5608-000-000000 | | | MILEAGE 10/3/22-12/15/22 | KANELOPOU12/21/22 | | |
| 4 | 82673 | \$236.40 | 12/28/22 | 03371 | | 0 PRE-PAID LEGAL SERVICES, INC. | | S | OUTSTANDING |
| | | 149.60 | 101-0000-2273-000-000000 | | | GROUP 0156853 - DEC 22 | 0156853 DEC 22 | | |
| | | 15.56 | 209-0000-2273-000-000000 | | | GROUP 0156853 - DEC 22 | | | |
| | | 71.24 | 210-0000-2273-000-000000 | | | GROUP 0156853 - DEC 22 | | | |
| 4 | 82674 | \$233.33 | 12/28/22 | 02967 | | 0 MICHAEL S. LYONS | | S | OUTSTANDING |
| | | 233.33 | 207-TV00-5319-000-000000 | | | SRVS 12/6, 12/7, 12/13/22 | 06-2022 | | |
| 4 | 82675 | \$2032.50 | 12/28/22 | 03471 | | 0 MCBRIDE DALE ASSOCIATES INC | | S | OUTSTANDING |
| | | 1482.50 | 101-CD00-5319-000-000000 | | | NEW WC ZONING RESOLUTION | 4284-32 | | |
| | | 550.00 | 101-CD00-5319-000-000000 | | | NEW WC ZONING RESOLUTION | 4284-33 | | |
| 4 | 82676 | \$100.89 | 12/28/22 | 00409 | | 0 MCCLUSKEY CHEVROLET INC. | | S | OUTSTANDING |
| | | 100.89 | 201-RD00-5351-000-000000 | | | TRUCK 13 AIR FITTINGS | 523561 | | |
| 4 | 82677 | \$117.50 | 12/28/22 | PZ000 | | 5 MARILYN MCHALE | | S | OUTSTANDING |
| | | 117.50 | 101-CD00-5608-000-000000 | | | MILEAGE 10/3/22-12/28/22 | MCHALE 12/20/22 | | |
| 4 | 82678 | \$2069.75 | 12/28/22 | 02776 | | 0 MIKE CASTRUCCI FORD INC | | S | OUTSTANDING |
| | | 125.20 | 209-PD00-5351-000-000000 | | | UNIT 2009 LUG NUT | 130331 | | |
| | | 656.80 | 201-RD00-5351-000-000000 | | | TRUCK U24 FRONT HUBS | 130506 | | |
| | | 100.85 | 201-RD00-5351-000-000000 | | | TRUCK U24 GASKETS | 130014 | | |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS |
|--------------|---------|--|--|----------|---------|--|------------------------------|-----------------|
| | | 199.09 | 201-RD00-5351-000-000000 | | | TRUCK U24 CONDENSER | 130010X1 | |
| | | 499.33 | 201-RD00-5351-000-000000 | | | TRUCK U24 BELT/HOSES | 130010 | |
| | | 307.28 | 209-PD00-5351-000-000000 | | | UNIT 2009 LB5Z*1130 E | 130515 | |
| | | 181.20 | 209-PD00-5351-000-000000 | | | UNIT 1713 ROTORS | 130664 | |
| 4 | 82679 | \$259.96 259.96 | 12/28/22 201-RD00-5351-000-000000 | 02973 | | 0 CLEVES AUTO PARTS INC TRUCK U24 MUFF/TP/COOLANT | 051702 | S OUTSTANDING |
| 4 | 82680 | \$6345.00 6345.00 | 12/28/22 209-PD00-5341-000-000000 | 03320 | | 0 SHAW POLYGRAPH SERVICES, INC. OAKES POLYGRAPH ACADEMY | 1428 | S OUTSTANDING |
| 4 | 82681 | \$295.00 295.00 | 12/28/22 209-PD00-5341-000-000000 | 03646 | | 0 FOX VALLEY TECHNICAL COLLEGE DUNLEVY SEX OFFENSES DEC 23 | TPB0000785461 | S OUTSTANDING |
| 4 | 82682 | \$400.00 400.00 | 12/28/22 202-RD00-5355-000-WINTER | 00605 | | 0 OHIO MACHINERY CO WINTER LOADER RENTAL | RR0200076162 | S OUTSTANDING |
| 4 | 82683 | \$2108.80 2108.80 | 12/28/22 219-0000-5704-000-000000 | 03875 | | 0 OHIO OUTDOOR STRUCTURES LLC SSC STEEL CARPORT DEPOSIT | DEPOSIT 9/27/22 | S OUTSTANDING |
| 4 | 82684 | \$1000.00 1000.00 | 12/28/22 209-PD00-5341-000-000000 | 00467 | | 0 OHIO PEACE OFFICER TRAINING ACADEMY GAUER INSTRUC SKILLS | 2022-4520 | S OUTSTANDING |
| 4 | 82685 | \$2200.00 116.61 77.74 62.19 23.32 174.91 23.32 46.64 734.63 773.50 19.43 23.32 62.19 62.20 | 12/28/22 101-AD00-5319-000-000000 101-CD00-5319-000-000000 101-PK00-5319-000-000000 101-SV00-5319-000-000000 204-RD00-5319-000-000000 205-CE00-5319-000-000000 207-TV00-5319-000-000000 209-PD00-5319-000-000000 210-FD00-5319-000-000000 211-EM00-5319-000-000000 508-RD88-5319-000-000000 209-DS00-5319-000-000000 210-DS00-5319-000-000000 | 03373 | | 0 OHIO PLAN MANAGEMENT RESOURCES, INC. LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 LEADERSHIP ACADEMY 2022 | 12/02/22 | S OUTSTANDING |
| 4 | 82686 | \$837.00 837.00 | 12/28/22 101-AD00-5301-000-000000 | 01182 | | 0 OHIO TWP ASSOCIATION RISK MGMT AUTHORITY 7900 COX ROAD PROPERTY | 112624 | S OUTSTANDING |
| 4 | 82687 | \$1500.00 750.00 750.00 | 12/28/22 209-PD00-5706-000-000000 209-PD00-5706-000-000000 | 02507 | | 0 PERFORMANCE GRAPHICS UNITS 1742 GRAPHICS UNIT 2009 GRAPHICS | UNIT 1742 UNIT 2009 | S OUTSTANDING |
| 4 | 82688 | \$1339.34 275.00 84.00 343.00 80.00 | 12/28/22 101-AD00-5353-000-000000 205-CE00-5353-000-000000 101-PK03-5353-000-000000 101-PK10-5603-000-LOGCAB | 00482 | | 0 PINECREST NURSERY AD HOLIDAY PLANTERS (4) MUMS SMALL (6)/LARGE (2) BP ENTRANCES FALL DECOR CABIN FIREWOOD 1/6 CORD | 3474 3396 3398 3417 | S OUTSTANDING |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS |
|--------------|---------|---------------------|--------------------------|----------|---------|--|------------|-----------------|
| | | 270.00 | 101-PK04-5455-000-000000 | | | KPW FALL DECORATIONS | | |
| | | 191.37 | 101-PK04-5455-000-000000 | | | KPW FALL DECORATIONS | 3415 | |
| | | 95.97 | 101-PK04-5455-000-000000 | | | KPW FALL DECORATIONS | 3418 | |
| 4 | 82689 | \$287.55 | 12/28/22 | 03630 | | 0 PFMW LIBERTY LLC | | S OUTSTANDING |
| | | 95.85 | 101-HR00-5604-000-000000 | | | FITNESS MEMBERSHIPS (9) | 12-885 | |
| | | 95.85 | 101-HR00-5604-000-000000 | | | FITNESS MEMBERSHIPS (9) | 10-883 | |
| | | 95.85 | 101-HR00-5604-000-000000 | | | FITNESS MEMBERSHIPS (9) | 11-884 | |
| 4 | 82690 | \$14596.48 | 12/28/22 | 01965 | | 0 THE PLANT DETAIL | | S OUTSTANDING |
| | | 14596.48 | 207-TV00-5603-000-000000 | | | HOLIDAY DECOR | 3351350 | |
| 4 | 82691 | \$70.80 | 12/28/22 | 01142 | | 0 SHERWIN WILLIAMS | | S OUTSTANDING |
| | | 70.80 | 201-RD01-5356-000-000000 | | | PAINT SPRAYER FILTERS (6) | 0480-1 | |
| 4 | 82692 | \$35.00 | 12/28/22 | 03777 | | 0 OLGA ONIPKO | | S OUTSTANDING |
| | | 10.00 | 209-PD00-5319-000-000000 | | | SERVICE STRIPES (2) | 18540 | |
| | | 25.00 | 209-PD00-5319-000-000000 | | | PATCH APPLICATION | 18542 | |
| 4 | 82693 | \$1073.00 | 12/28/22 | 03198 | | 0 STRYKER SALES LLC | | S OUTSTANDING |
| | | 1073.00 | 211-EM00-5357-000-000000 | | | VEH 319 POWER LOADER REPAIR | 3970057M | |
| 4 | 82694 | \$96.25 | 12/28/22 | 00535 | | 0 SUBURBAN PROPANE | | S OUTSTANDING |
| | | 96.25 | 201-RD00-5455-000-000000 | | | PROPANE 2 TANKS | 631302 | |
| 4 | 82695 | \$3255.00 | 12/28/22 | 02132 | | 0 TOTAL EVENT & COMMUNICATION SERVICES LLC | | S OUTSTANDING |
| | | 3255.00 | 207-TV00-5603-000-XMASTR | | | SOUND/STAGE HOLIDAY EVENT | 122202 | |
| 4 | 82696 | \$864.15 | 12/28/22 | 03759 | | 0 UNIFIRST CORPORATION | | S OUTSTANDING |
| | | 216.37 | 201-RD00-5472-000-000000 | | | ROADS UNIFORMS 12/6/22 | 1340074827 | |
| | | 20.59 | 101-PK00-5472-000-000000 | | | PARKS UNIFORMS 12/6/22 | | |
| | | 15.35 | 101-SV99-5472-000-000000 | | | FACILITY TECH UNIFORMS 12/6/22 | | |
| | | 18.73 | 101-PK00-5472-000-000000 | | | UCB UNIFORMS 12/6/22 | | |
| | | 13.79 | 205-CE00-5472-000-000000 | | | CEMETERY UNIFORMS 12/6/22 | | |
| | | 8.00 | 101-SV00-5472-000-000000 | | | DELIVERY 12/6/22 | | |
| | | 15.28 | 201-RD00-5455-000-000000 | | | TOWELS SHOP 12/6/22 | | |
| | | 31.24 | 101-PK00-5455-000-000000 | | | TOWELS PARKS 12/6/22 | | |
| | | 150.37 | 201-RD00-5472-000-000000 | | | ROADS UNIFORMS 12/13/22 | 1340078310 | |
| | | 20.59 | 101-PK00-5472-000-000000 | | | PARKS UNIFORMS 12/13/22 | | |
| | | 15.35 | 101-SV99-5472-000-000000 | | | FACILITY TECH UNIFORM 12/13/22 | | |
| | | 7.78 | 101-PK00-5472-000-000000 | | | UCB UNIFORMS 12/13/22 | | |
| | | 13.79 | 205-CE00-5472-000-000000 | | | CEMETERY UNIFORMS 12/13/22 | | |
| | | 8.00 | 101-SV00-5472-000-000000 | | | DELIVERY 12/13/22 | | |
| | | 15.28 | 201-RD00-5455-000-000000 | | | TOWELS SHOP 12/13/22 | | |
| | | 31.24 | 101-PK00-5455-000-000000 | | | TOWELS PARKS 12/13/22 | | |
| | | 150.37 | 201-RD00-5472-000-000000 | | | ROADS UNIFORMS 12/20/22 | 1340081768 | |
| | | 20.59 | 101-PK00-5472-000-000000 | | | PARKS UNIFORMS 12/20/22 | | |
| | | 15.35 | 101-SV99-5472-000-000000 | | | FACILITY TECH UNIFORM 12/20/22 | | |
| | | 7.78 | 101-PK00-5472-000-000000 | | | UCB UNIFORMS 12/20/22 | | |
| | | 13.79 | 205-CE00-5472-000-000000 | | | CEMETERY UNIFORMS 12/20/22 | | |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS |
|--------------|---------|---------------------|--------------------------|----------|---------|-------------------------------------|-----------------|-----------------|
| | | 8.00 | 101-SV00-5472-000-000000 | | | DELIVERY 12/20/22 | | |
| | | 15.28 | 201-RD00-5455-000-000000 | | | TOWELS SHOP 12/20/22 | | |
| | | 31.24 | 101-PK00-5455-000-000000 | | | TOWELS PARKS 12/20/22 | | |
| 4 | 82697 | \$350.00 | 12/28/22 | 00591 | | 0 WERLING INC. | | S OUTSTANDING |
| | | 350.00 | 205-CE00-5354-000-000000 | | | CEMETERY CHAPEL SIDING REPAIR | 122222CHP | |
| 4 | 82698 | \$37.50 | 12/28/22 | PZ000 | | 16 AARON WIEGAND | | S OUTSTANDING |
| | | 37.50 | 101-CD00-5608-000-000000 | | | MILEAGE 10/9/22-11/29/22 | WIGAND 12/20/22 | |
| 4 | 82699 | \$52.50 | 12/28/22 | PZ000 | | 18 BEVERLY WORLEY | | S OUTSTANDING |
| | | 52.50 | 101-CD00-5608-000-000000 | | | MILEAGE 10/4/22-12/30/22 | WORLEY 12/21/22 | |
| 4 | 165795 | \$1387.54 | 12/29/22 | 02414 | | 0 4IMPRINT | | T CLEARED |
| | | 1387.54 | 101-HR00-5604-000-000000 | | | EMPLOYEE LUNCH BOXES (350) | 10715645 | |
| 4 | 165796 | \$1530.00 | 12/29/22 | 00002 | | 0 A & A SAFETY, INC. | | T CLEARED |
| | | 1530.00 | 201-RD01-5455-000-000000 | | | 25 MPH SIGNS (36) | 188964 | |
| 4 | 165797 | \$28.00 | 12/29/22 | 01532 | | 0 A-PLUS CONCRETE & EXCAVATION LLC | | T CLEARED |
| | | 28.00 | 201-RD00-5455-000-IHPAVE | | | MCCAULY TOPSOIL 1 YD | 9724 | |
| 4 | 165798 | \$165.81 | 12/29/22 | 00008 | | 0 ACE HARDWARE W.C. INC. | | T CLEARED |
| | | 31.92 | 101-AD00-5455-000-EMGTLR | | | ERT BUNGEE CORDS (8) | 34347/1 | |
| | | 13.98 | 201-RD00-5351-000-000000 | | | TRUCK 23 RED SPRAY PAINT | 34358/1 | |
| | | 13.98 | 201-RD00-5356-000-000000 | | | WASH BAY SOAP DISPENSER VALVES | 34360/1 | |
| | | 22.99 | 201-RD01-5401-000-000000 | | | COMBO SNIPS CUTTERS | 34372/1 | |
| | | 42.96 | 201-RD01-5401-000-000000 | | | HOBBY KNIFE/ANGLE SQUARE/TAPE | 34364/1 | |
| | | 39.98 | 201-RD00-5351-000-WINTER | | | PLOW TRUCK SHOVELS (2) | 34385/1 | |
| 4 | 165799 | \$88.62 | 12/29/22 | 03472 | | 0 THE ADT SECURITY CORPORATION | | T CLEARED |
| | | 39.95 | 101-AD00-5501-000-ACTCTR | | | AC FIRE ALARM DEC 22 | 148116117 | |
| | | 29.69 | 209-PD00-5506-000-000000 | | | SSC FIRE ALARM MONITOR DEC 22 | 148116116 | |
| | | 5.84 | 101-AD00-5506-000-000000 | | | SSC FIRE ALARM MONITOR DEC 22 | | |
| | | 8.27 | 203-RD00-5506-000-000000 | | | SSC FIRE ALARM MONITOR DEC 22 | | |
| | | 4.87 | 101-CD00-5506-000-000000 | | | SSC FIRE ALARM MONITOR DEC 22 | | |
| 4 | 165800 | \$135.96 | 12/29/22 | 03800 | | 0 ADW ACQUISITIONS LLC | | T CLEARED |
| | | 135.96 | 209-PD00-5351-000-000000 | | | UNIT 1823 BATTERY | 17774194 | |
| 4 | 165801 | \$462.34 | 12/29/22 | 03337 | | 0 AIRGAS, INC. | | T CLEARED |
| | | 32.58 | 201-RD00-5355-000-000000 | | | CYLINDER RENTAL NOV 22 | 9992977181 | |
| | | 429.76 | 211-EM00-5455-000-000000 | | | OXYGEN USE NOV 22 | 9992861002 | |
| 4 | 165802 | \$151.30 | 12/29/22 | 02035 | | 0 AL-JOE'S INC | | T CLEARED |
| | | 136.57 | 101-PK00-5356-000-000000 | | | 251C CHAINSAW BAR/CHAINS | 942049 | |
| | | 14.73 | 101-PK00-5356-000-000000 | | | CHAINSAW AIR FILTER/SPARK PLUG | 942443 | |
| 4 | 165803 | \$6435.66 | 12/29/22 | 03174 | | 0 AMAZON FULLFILLMENT SERVICES INC. | | T CLEARED |
| | | 128.47 | 201-RD00-5351-000-000000 | | | SALT TRUCK DECAL MAGNETS | 1WWF-YJJT-9K3W | |

WEST CHESTER TOWNSHIP
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| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | TYPE INV VEND | CHECK STATUS |
|--------------|---------|---------------------|--------------------------|----------|---------|---|----------------|------------------|-----------------|
| | | 889.00 | 201-RD85-5401-000-000000 | | | PORTABLE AIR MONITOR | 14NF-NGGF-9F7J | | |
| | | 199.00 | 207-TV00-5401-000-000000 | | | TELEPHOTO CAMERA LENS | 1G3Y-C1LH-7341 | | |
| | | 1033.47 | 209-PD00-5472-000-000000 | | | TACTICAL DEPLOYMENT BAG (9) | 173T-LM7X-6XXY | | |
| | | 319.98 | 210-FD00-5451-000-000000 | | | RETIREMENT SHADOW BOXES (2) | 11RN-9LMJ-1TP3 | | |
| | | 76.70 | 101-AD00-5454-000-000000 | | | FEBREZE, DISH SOAP | 1YXY-XMP7-LF3P | | |
| | | 14.06 | 101-AD00-5451-000-000000 | | | CALCULATOR INK ROLLER | | | |
| | | 24.92 | 101-AD00-5341-000-000000 | | | REFERENCE/ RESOURCE BOOK | 1XPL-DDJ9-D31L | | |
| | | 12.53 | 101-AD00-5341-000-000000 | | | REFERENCE/ RESOURCE BOOK | | | |
| | | 1370.26 | 201-RD00-5351-000-WINTER | | | TRUCK 24 CALCIUM PUMP | 14C4-9HCM-CRGH | | |
| | | 183.97 | 101-CD00-5451-000-000000 | | | MEDICAL/OFFICE SUPPLIES | 1RKF13QTR61 | | |
| | | 603.98 | 101-CD00-5401-000-000000 | | | CHAIR/CHAIRMAT/HEATER | 1C9W33M9QW6F | | |
| | | 69.99 | 101-CD00-5401-000-000000 | | | CHAIR/CHAIRMAT/HEATER | 1RDVPGTTWPDN | | |
| | | 24.69 | 101-SV99-5401-000-000000 | | | HVAC ADAPTER CORD | 16XV-HN4N-RYGP | | |
| | | 866.76 | 209-PD00-5455-000-000000 | | | TSU TRANSMITTER/TV/MOUSE | 1631-HJTX-KF6F | | |
| | | 12.12 | 209-PD00-5401-000-000000 | | | UNIT 2178 UTV FLASHER RELAY | 14RL-VWMP-LMWW | | |
| | | 142.92 | 209-PD00-5451-000-000000 | | | OFFICE SUPPLIES | 1TVK-XYT4-H967 | | |
| | | 18.60 | 209-PD00-5451-000-000000 | | | OFFICE SUPPLIES | 1YMR-D1CV-XD9M | | |
| | | 364.00 | 209-PD00-5401-000-000000 | | | UNIDEN MOBILE SCANNER | 1C6W-KVDN-XWLP | | |
| | | 14.28 | 209-PD00-5401-000-000000 | | | COMMAND HOOK | | | |
| | | 65.96 | 209-PD00-5401-000-000000 | | | SHORELINE POWER CORD | 1LVK-XMJN-LQDV | | |
| 4 | 165804 | \$39.88 | 12/29/22 | 03022 | | 0 BAKER VEHICLE SYSTEMS, INC. | | T | CLEARED |
| | | 39.88 | 101-PK00-5356-000-000000 | | | HR9016 TRACTOR SPACER | 1319157 | | |
| 4 | 165805 | \$275.00 | 12/29/22 | 03586 | | 0 BRAYDEN BARGER | | T | CLEARED |
| | | 275.00 | 207-TV00-5319-000-000000 | | | SRVS 12/14, 12/16/22 | 10 | | |
| 4 | 165806 | \$2131.57 | 12/29/22 | 01717 | | 0 BEST EQUIPMENT COMPANY | | T | CLEARED |
| | | 1732.48 | 201-RD00-5356-000-000000 | | | POLE CAMERA BATTERIES (2) | SI212223 | | |
| | | 399.09 | 201-RD00-5356-000-000000 | | | POLE CAMERA REPAIR | PSI007947 | | |
| 4 | 165807 | \$2820.00 | 12/29/22 | 00681 | | 0 BEST ONE TIRE & SERVICE OF MID AMERICA INC. | | T | CLEARED |
| | | 820.98 | 201-RD00-5351-000-000000 | | | TRUCK 13 TIRES (2) | 5010010757 | | |
| | | 1947.00 | 211-EM00-5352-000-000000 | | | VEH 515 TIRES (4) | 5010012012 | | |
| | | 4.48- | 201-RD00-5351-000-000000 | | | CREDIT INV 5010010757 | 5010011746 | | |
| | | 56.50 | 210-FD00-5352-000-000000 | | | VEH 610 EMERGENCY TIRE REPAIR | 5010012104 | | |
| 4 | 165808 | \$192.54 | 12/29/22 | 00116 | | 0 BETHART PRINTING SERVICES | | T | CLEARED |
| | | 77.00 | 207-TV00-5371-000-000000 | | | NATURE BASKET POSTER | 53599 | | |
| | | 115.54 | 207-TV00-5371-000-000000 | | | SPARK MAILER | 53643 | | |
| 4 | 165809 | \$653.20 | 12/29/22 | 00117 | | 0 BETHESDA HEALTHCARE INC. | | T | CLEARED |
| | | 43.70 | 101-AD00-5221-000-000000 | | | EAP NOV 22 | 9788-428039 | | |
| | | 4.60 | 101-PK00-5221-000-000000 | | | EAP NOV 22 | | | |
| | | 23.00 | 101-CD00-5221-000-000000 | | | EAP NOV 22 | | | |
| | | 13.80 | 101-SV00-5221-000-000000 | | | EAP NOV 22 | | | |
| | | 40.25 | 204-RD00-5221-000-000000 | | | EAP NOV 22 | | | |
| | | 4.60 | 205-CE00-5221-000-000000 | | | EAP NOV 22 | | | |
| | | 11.50 | 207-TV00-5221-000-000000 | | | EAP NOV 22 | | | |
| | | 224.25 | 209-PD00-5221-000-000000 | | | EAP NOV 22 | | | |

WEST CHESTER TOWNSHIP
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 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS |
|--------------|---------|---|--------------------------|----------|---------|--|--|-----------------|
| | | 242.65 | 210-FD00-5221-000-000000 | | | EAP NOV 22 | | |
| | | 5.75 | 211-EM00-5221-000-000000 | | | EAP NOV 22 | | |
| | | 23.92 | 209-DS00-5221-000-000000 | | | EAP NOV 22 | | |
| | | 12.88 | 210-DS00-5221-000-000000 | | | EAP NOV 22 | | |
| | | 2.30 | 508-RD88-5221-000-000000 | | | EAP NOV 22 | | |
| 4 | 165810 | \$163.00 163.00 | 12/29/22 | 00119 | | 0 BGR INC EVIDENCE BOXES PROPERTY | CI22086729 | T CLEARED |
| 4 | 165811 | \$9765.56 7468.93 314.88 158.40 1019.98 158.40 644.97 | 12/29/22 | 00126 | | 0 BOUND TREE MEDICAL LLC. EMS BULK ORDER EMS BULK ORDER EMS BULK ORDER EMS BULK ORDER EMS BULK ORDER EMS BULK ORDER | 84796972 84798510 84798508 84798509 84800330 84779287 | T CLEARED |
| 4 | 165812 | \$1500.00 1500.00 | 12/29/22 | 03319 | | 0 CASTUS CORPORATION STREAM KEY | 1794 | T CLEARED |
| 4 | 165813 | \$101.16 101.16 | 12/29/22 | 01702 | | 0 CITY ELECTRIC SUPPLY 6 PASS & SEYMOUR PS5369X ELECT | SHV/133910 | T CLEARED |
| 4 | 165814 | \$2200.00 2200.00 | 12/29/22 | 00394 | | 0 COHEN & ASSOCIATES RETAINER FOR EPE CONSULTING | 9155 | T CLEARED |
| 4 | 165815 | \$557.46 355.68 201.78 | 12/29/22 | 00192 | | 0 OHIO NEWSPAPERS INC LEGAL AD-RES 33,34,35,36 & 37 LEGAL AD ZMA05-22 LYONS PROP | I00771528-1120202 I00773105 | T CLEARED |
| 4 | 165816 | \$616.00 616.00 | 12/29/22 | 00873 | | 0 DAVID HIRSCHBERG COMPANY, INC. CATCH BASIN STEEL PLATE | 25430 | T CLEARED |
| 4 | 165817 | \$258.00 258.00 | 12/29/22 | 02936 | | 0 DOCUMENT DESTRUCTION RECORDS DISPOSAL 2022 | 162202 | T CLEARED |
| 4 | 165818 | \$237.50 237.50 | 12/29/22 | 03372 | | 0 ADAM N. ECKSTEIN SRVS DEC 22 | 26 | T CLEARED |
| 4 | 165819 | \$358.51 120.00 298.50 59.99- | 12/29/22 | 00235 | | 0 ECON-O-WISE RENTAL RUPP FARM CONCRETE BLADE/SAW ASHPALT RAKES (3) CREDIT INV 286819 | 294452 294623 ECON 12/8/22 | T CLEARED |
| 4 | 165820 | \$46813.63 2859.86 14132.56 2780.18 3938.58 2316.81 | 12/29/22 | 00634 | | 0 EMCOR FACILITIES SERVICES INC FACILITY MAINTENANCE OCT 2022 SSC FACILITY MAINT OCT 22 SSC FACILITY MAINT OCT 22 SSC FACILITY MAINT OCT 22 SSC FACILITY MAINT OCT 22 | 591492 591489 | T CLEARED |

WEST CHESTER TOWNSHIP
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 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS |
|--------------|---------|---------------------|--------------------------|----------|---------|-------------------------------------|------------|-----------------|
| | | 5367.20 | 101-AD00-5353-000-000000 | | | AD FACILITY MAINT OCT 22 | 591490 | |
| | | 775.98 | 207-TV00-5353-000-000000 | | | AD FACILITY MAINT OCT 22 | | |
| | | 323.33 | 101-SV00-5353-000-000000 | | | AD FACILITY MAINT OCT 22 | | |
| | | 1422.49 | 209-DS00-5353-000-000000 | | | CIT FACILITY MAINT OCT 22 | 591491 | |
| | | 1422.49 | 210-DS00-5353-000-000000 | | | CIT FACILITY MAINT OCT 22 | | |
| | | 2844.97 | 101-AD00-5353-000-000000 | | | CIT FACILITY MAINT OCT 22 | | |
| | | 822.22 | 205-CE00-5353-000-000000 | | | CE FACILITY MAINT OCT 22 | 591494 | |
| | | 2182.22 | 101-PK11-5353-000-000000 | | | MB FACILITY MAINT OCT 22 | 591493 | |
| | | 339.34 | 101-PK03-5353-000-000000 | | | BP FACILITY MAINT OCT 22 | | |
| | | 72.43 | 101-PK04-5353-000-000000 | | | KP FACILITY MAINT OCT 22 | | |
| | | 59.32 | 101-PK12-5353-000-000000 | | | SQ FACILITY MAINT OCT 22 | | |
| | | 856.23 | 209-PD00-5353-000-000000 | | | SSC JANITORIAL SUPPLIES OCT 22 | 591495 | |
| | | 168.44 | 101-AD00-5353-000-000000 | | | SSC JANITORIAL SUPPLIES OCT 22 | | |
| | | 238.62 | 201-RD00-5353-000-000000 | | | SSC JANITORIAL SUPPLIES OCT 22 | | |
| | | 140.36 | 101-CD00-5353-000-000000 | | | SSC JANITORIAL SUPPLIES OCT 22 | | |
| | | 3750.00 | 101-PK11-5353-000-000000 | | | MB EVENT CLEANING SEP 22 | 591496 | |
| 4 | 165821 | \$60.64 | 12/29/22 | 02795 | | 0 EQUIFAX INFORMATION SERVICES, LLC | | T CLEARED |
| | | 60.64 | 209-PD00-5319-000-000000 | | | TERMINAL FEES - DEC 22 | 2053833250 | |
| 4 | 165822 | \$395.00 | 12/29/22 | 00250 | | 0 EXTERMITAL TERMITE & PEST CONTROL | | T CLEARED |
| | | 45.00 | 210-FD00-5506-000-000000 | | | PEST CONTROL NOV 22 - STA 71 | 894434 | |
| | | 45.00 | 211-EM00-5506-000-000000 | | | PEST CONTROL NOV 22 - STA 71 | | |
| | | 22.50 | 210-FD00-5506-000-000000 | | | PEST CONTROL NOV 22 - STA 73 | 894459 | |
| | | 22.50 | 211-EM00-5506-000-000000 | | | PEST CONTROL NOV 22 - STA73 | | |
| | | 15.00 | 210-FD00-5506-000-000000 | | | PEST CONTROL NOV 22 - STA 75 | 894650 | |
| | | 15.00 | 211-EM00-5506-000-000000 | | | PEST CONTROL NOV 22 - STA 75 | | |
| | | 45.00 | 211-EM00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 71 | 895297 | |
| | | 45.00 | 210-FD00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 71 | | |
| | | 17.50 | 211-EM00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 72 | 895356 | |
| | | 17.50 | 210-FD00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 72 | | |
| | | 22.50 | 211-EM00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 73 | 895325 | |
| | | 22.50 | 210-FD00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 73 | | |
| | | 15.00 | 211-EM00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 74 | 895327 | |
| | | 15.00 | 210-FD00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 74 | | |
| | | 15.00 | 211-EM00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 75 | 895482 | |
| | | 15.00 | 210-FD00-5506-000-000000 | | | PEST CONTROL DEC 22 - STA 75 | | |
| 4 | 165823 | \$2198.24 | 12/29/22 | 03763 | | 0 THE FECHHEIMER BROTHERS COMPANY | | T CLEARED |
| | | 241.41 | 209-PD00-5472-000-000000 | | | WADL LS SHIRTS (4) | 000075466 | |
| | | 340.52 | 209-PD00-5472-000-000000 | | | WADL PANTS (4) | 000089441 | |
| | | 777.51 | 270-PD00-5472-000-000000 | | | HONOR GUARD COATS | 000044175 | |
| | | 476.88 | 270-PD00-5472-000-000000 | | | HONOR GUARD PANTS | 000065371 | |
| | | 187.75 | 209-PD00-5472-000-000000 | | | BECK LS SHIRTS (3) | 000061071 | |
| | | 174.17 | 209-PD00-5472-000-000000 | | | BECK SS SHIRTS (3) | 000077291 | |
| 4 | 165824 | \$30.95 | 12/29/22 | 02825 | | 0 FIRST CHOICE COFFEE SERVICES | | T CLEARED |
| | | 15.48 | 209-DS00-5453-000-000000 | | | BOTTLED WATER OCT 22 | 256148 | |
| | | 15.47 | 210-DS00-5453-000-000000 | | | BOTTLED WATER OCT 22 | | |

WEST CHESTER TOWNSHIP
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 DATE RANGE: 12/23/22 - 12/29/22

| BANK | CHECK # | CHECK AMT | CHECK DATE | VENDOR # | ADDRS # | VENDOR NAME | INVOICE # | CHECK STATUS |
|------|---------|---|------------|----------|---------|---|---|---------------|
| WO # | | AMOUNT | G/L ACCT # | | | DESCRIPTION | | TYPE INV VEND |
| 4 | 165825 | \$185.00 185.00 | 12/29/22 | 02442 | | 0 FOX TOWING INC. 22-5921 2008 KIA OPTIMA | 241416 | T CLEARED |
| 4 | 165826 | \$55732.40 6000.00 3667.00 6508.90 5232.50 18277.50 422.50 1206.50 5967.50 8125.00 325.00 | 12/29/22 | 00273 | | 0 FROST BROWN TODD LLC RETAINER JAN 23 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 LEGAL FEES THROUGH 11/30/22 | JANUARY 2023 210327771B 210327543B 210327555B 210327776 | T CLEARED |
| 4 | 165827 | \$1749.40 32.38 1284.00 433.02 | 12/29/22 | 00277 | | 0 GALLS, LLC DILLOW NAMEPLATE DILLOW BALLISTIC VEST BRENNER NEW HIRE GEAR | BC1756797 BC1765313 BC1651345 | T CLEARED |
| 4 | 165828 | \$938.62 293.78 644.84 | 12/29/22 | 00280 | | 0 GATEWAY TIRE COMPANY INC. TRUCK U24 TIRES (2) VEH 1011 TIRES (4) | 30-0472091 30-0475376 | T CLEARED |
| 4 | 165829 | \$402.86 11.67 376.85 14.34 | 12/29/22 | 00547 | | 0 THE HABEGGER CORP STA 72 REPAIR HEAT IN DAY ROOM STA 72 REPAIR HEAT IN DAY ROOM STA 72 REPAIR HEAT IN DAY ROOM | 77617200 77601300 77602200 | T CLEARED |
| 4 | 165830 | \$5.30 5.30 | 12/29/22 | 02798 | | 0 INDUSTRIAL FASTENER SUPPLY TRUCK U24 BOLTS (10) | 160908 | T CLEARED |
| 4 | 165831 | \$45.12 45.12 | 12/29/22 | 00366 | | 0 KAFFENBARGER TRUCK EQUIPMENT CO. TRUCK U30 TAIL LAMPS | 804219 | T CLEARED |
| 4 | 165832 | \$438.56 438.56 | 12/29/22 | 02655 | | 0 KIMBALL MIDWEST DISCS, DRAWER RACK | 100539386 | T CLEARED |
| 4 | 165833 | \$111.36 111.36 | 12/29/22 | 00373 | | 0 KLEEM INC. SIGN POST FLARED LEG BRACKET | 94909 | T CLEARED |
| 4 | 165834 | \$575.00 575.00 | 12/29/22 | 03902 | | 0 LAFAYETTE INSTRUMENT ACQUISITION LLC SEAT SENSOR POLYGRAPH | 0000042319 | T CLEARED |
| 4 | 165835 | \$2819.00 2819.00 | 12/29/22 | 00410 | | 0 MCGILL SMITH PUNSHON INC. CIP 1221 SSC REMODEL | 46841 | T CLEARED |
| 4 | 165836 | \$598.91 598.91 | 12/29/22 | 00428 | | 0 MICRO CENTER PD PHONE UPDATE SUPPLIES | 11804237 | T CLEARED |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS TYPE INV VEND |
|-----------|---------|---|--|----------|---------|---|--|-------------------------------|
| 4 | 165837 | \$475.00 475.00 | 12/29/22 201-RD00-5324-000-000000 | 00456 | | 0 NICK'S TOWING TRUCK 31 TOWING | 12404 | T CLEARED |
| 4 | 165838 | \$362.76 362.76 | 12/29/22 209-PD00-5401-000-000000 | 03632 | | 0 NORTH AMERICAN RESCUE HOLDINGS LLC FIRST AID KIT/TRAUMA | IN673360 | T CLEARED |
| 4 | 165839 | \$1333.34 32.82 471.86 159.99 43.40 60.78 633.80 23.35 29.40- 43.70- 45.00- 45.00- 45.00- 45.00- 30.00- 190.44 | 12/29/22 201-RD00-5351-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 210-FD00-5352-000-000000 210-FD00-5352-000-000000 210-FD00-5352-000-000000 209-PD00-5351-000-000000 209-PD00-5351-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 209-PD00-5351-000-000000 | 03478 | | 0 O'REILLY AUTO ENTERPRISES LLC TRUCK U24 MUFFLER CLAMPS/PIPE TRUCK U24 CALIPER/HOSES/SENSOR TRUCK U31 REAR BRAKES/ROTORS TRUCK 30 OIL FILTER VEH 319 WIPER BLADES VEH 609-2 BATTERIES VEH 1011 TURN SIGNAL CONNECTOR CREDIT INV 1738-214837 CREDIT INV 1738-161359 CREIDT INV 1738-215140 CREDIT INV 1738-215140 CREDIT INV 1738-204683 CREDIT INV 1738-204683 CREDIT INV 1738-211058 STOCK OIL FILTERS | 1738-214923 1738-215140 1738-216490 1738-218166 1738-216948 1738-217162 1738-217213 1738-217158 1738-215163 1738-218139 | T CLEARED |
| 4 | 165840 | \$320.09 320.09 | 12/29/22 210-FD00-5352-000-000000 | 00943 | | 0 OHIO HYDRAULICS VEH 815 HOSES | 3219463 | T CLEARED |
| 4 | 165841 | \$320.00 15.00 152.50 152.50 | 12/29/22 201-RD00-5355-000-000000 101-PK03-5353-000-000000 101-PK04-5355-000-000000 | 00474 | | 0 ONE STOP TOOL RENTAL RUPP FARM SAWCUT PUMP RENTAL BPW BENCH/TREE INSTALL DINGO KPW BENCH INSTALL DINGO RENTAL | 43923-1 44586-1 | T CLEARED |
| 4 | 165842 | \$160.77 100.00 27.95 19.80 13.02 | 12/29/22 101-HR00-5319-000-000000 201-RD00-5323-000-000000 210-FD00-5323-000-000000 211-EM00-5323-000-000000 | 03578 | | 0 PLUTO ACQUISITION OPCO LLC COMPLIANCE FEE BACKGROUND-PHILLIPS BACKGROUND-BRADFORD BACKGROUND-BRADFORD | 56148 C 564148 B 564148 A | T CLEARED |
| 4 | 165843 | \$311.50 311.50 | 12/29/22 210-FD00-5354-000-000000 | 00475 | | 0 OVERHEAD DOOR OF CINCINNATI INC. STA 74 BAY DOOR REPAIR | 935255 | T CLEARED |
| 4 | 165844 | \$600.00 200.00 200.00 200.00 | 12/29/22 101-PK04-5355-000-000000 101-PK04-5355-000-000000 207-TV00-5603-000-FARMER | 03885 | | 0 PRO-KLEEN INDUSTRIAL SERVICES, INC. KP PORTABLE RESTROOM RENTAL-TE KP PORTABLE RESTROOM RENTAL-PI ADA RESTROOM 12/16-01/12/23 | 1820867 1820868 1821075 | T CLEARED |
| 4 | 165845 | \$5063.99 634.72 2076.49 1778.60 259.20 | 12/29/22 101-0000-2222-000-000000 209-0000-2222-000-000000 210-0000-2222-000-000000 211-0000-2222-000-000000 | 02852 | | 0 PRINCIPAL FINANCIAL GROUP VOL LIFE INS JAN 23 VOL LIFE INS JAN 23 VOL LIFE INS JAN 23 VOL LIFE INS JAN 23 | 1040669 JAN 2023 | T CLEARED |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS |
|--------------|---------|---------------------|--------------------------|----------|---------|---------------------------------------|---------------|-----------------|
| | | 126.98 | 204-0000-2222-000-000000 | | | VOL LIFE INS JAN 23 | | |
| | | 188.00 | 207-0000-2222-000-000000 | | | VOL LIFE INS JAN 23 | | |
| 4 | 165846 | \$83.44 | 12/29/22 | 03729 | | 0 MARK CLYDEN | | T CLEARED |
| | | 83.44 | 209-PD00-5472-000-000000 | | | HSGI SHORTCLIP (4-12PACKS) | 072622H | |
| 4 | 165847 | \$114.00 | 12/29/22 | 03475 | | 0 RED BARN KENNELS LLC | | T CLEARED |
| | | 114.00 | 209-PD01-5319-000-000000 | | | MAX BOARD 11/25/22-11/28/22 | MAX 11/25/22 | |
| 4 | 165848 | \$1755.00 | 12/29/22 | 03851 | | 0 CHANTE CHRISTINA CARTER | | T CLEARED |
| | | 1755.00 | 101-HR00-5604-000-000000 | | | EMPLOYEE MESSAGES | 000095 | |
| 4 | 165849 | \$3221.66 | 12/29/22 | 00505 | | 0 RUMPKE OF OHIO INC. | | T CLEARED |
| | | 31.10 | 210-FD00-5506-000-000000 | | | TRASH REMOVAL DEC 22 - STA 72 | 0356241 | |
| | | 31.09 | 211-EM00-5506-000-000000 | | | TRASH REMOVAL DEC 22 - STA 72 | | |
| | | 30.00 | 210-FD00-5506-000-000000 | | | TRASH REMOVAL DEC 22 - STA 73 | 0234169 | |
| | | 30.00 | 211-EM00-5506-000-000000 | | | TRASH REMOVAL DEC 22 - STA 73 | | |
| | | 34.31 | 210-FD00-5506-000-000000 | | | TRASH REMOVAL DEC 22 - STA 74 | 0329851 | |
| | | 34.31 | 211-EM00-5506-000-000000 | | | TRASH REMOVAL DEC 22 - STA 74 | | |
| | | 120.00 | 101-PK00-5455-000-000000 | | | 40 YD ROLL OFF RENTAL-DEC 22 | 3800070 | |
| | | 2017.85 | 201-RD00-5506-000-000000 | | | DISPOSE RD DEBRIS 82.95 TON | 0083201 | |
| | | 893.00 | 201-RD00-5506-000-000000 | | | DISPOSE ST SWEEPINGS 38.58 TON | | |
| 4 | 165850 | \$176.88 | 12/29/22 | 02747 | | 0 RUSH TRUCK CENTERS OF OHIO | | T CLEARED |
| | | 176.88 | 201-RD00-5351-000-000000 | | | POWER STEERING FLUID (12) | 3030482479 | |
| 4 | 165851 | \$459.96 | 12/29/22 | 00508 | | 0 SAFETY SHOE DISTRIBUTORS OF OKI INC | | T CLEARED |
| | | 219.98 | 201-RD00-5472-000-000000 | | | TURNER/KUGLER BIB OVERALLS | I200-21059908 | |
| | | 129.99 | 201-RD00-5472-000-000000 | | | KING CARHARTT COAT | | |
| | | 109.99 | 101-PK00-5472-000-000000 | | | SAWYER BIB COVERALLS | I200-21060340 | |
| 4 | 165852 | \$510.74 | 12/29/22 | 00507 | | 0 SAFETY-KLEEN SYSTEMS INC | | T CLEARED |
| | | 286.00 | 201-RD00-5455-000-IHCRCK | | | DURAPATCHER EMULSION DISPOSAL | 90639061 | |
| | | 224.74 | 201-RD00-5351-000-000000 | | | FILTER WASTE DISPOSAL | | |
| 4 | 165853 | \$185.00 | 12/29/22 | 02453 | | 0 SORA'S TOWING INC. | | T CLEARED |
| | | 92.50 | 210-FD00-5324-000-000000 | | | VEH 305 TOW SERVICE | 337640 | |
| | | 92.50 | 211-EM00-5324-000-000000 | | | VEH 305 TOW SERVICE | | |
| 4 | 165854 | \$1226.93 | 12/29/22 | 00761 | | 0 STAPLES INC | | T CLEARED |
| | | 58.28 | 101-SV00-5451-000-000000 | | | OFFICE SUPPLIES | 3524785770 | |
| | | 611.28 | 101-CD00-5451-000-000000 | | | OFFICE SUPPLIES | 3524785792 | |
| | | 14.41 | 101-CD00-5451-000-000000 | | | OFFICE SUPPLIES | 3524785791 | |
| | | 542.96 | 209-PD00-5451-000-000000 | | | OFFICE SUPPLIES | 8068479416 | |
| 4 | 165855 | \$568.75 | 12/29/22 | 03785 | | 0 BENJAMIN D. TERRIBILINI | | T CLEARED |
| | | 568.75 | 207-TV00-5319-000-000000 | | | SRVS 12/9,12/13,12/14,12/16/22 | 6 | |
| 4 | 165856 | \$651.00 | 12/29/22 | 02998 | | 0 TNT PAPER CRAFT INC | | T CLEARED |
| | | 651.00 | 209-PD00-5451-000-000000 | | | COPY PAPER (14 CASES) | 207004 | |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/23/22 - 12/29/22

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | TYPE INV VEND | CHECK STATUS |
|--|----------|--|--|---------------|---------|--|---|------------------|-----------------|
| 4 | 165857 | \$4059.01 4059.01 | 12/29/22 201-RD00-5401-000-000000 | 02367 | | 0 UNITED REFRIGERATION, INC. ICE MAKER | 87462733-00 | T | CLEARED |
| 4 | 165858 | \$2228.04 229.10 430.10 283.92 1284.92 | 12/29/22 201-RD00-5455-000-IHPAVE 201-RD00-5455-000-IHPAVE 201-RD00-5455-000-IHPAVE 201-RD00-5455-000-IHPAVE | 00573 | | 0 VALLEY ASPHALT CORPORATION COLD MIX ASPHALT 1.58 TON 301 ASPHALT 5.06 TON 448 ASPHALT 3.12 TON 301/448 ASPHALT 14.54 TON | 93073 93455 93457 93456 | T | CLEARED |
| 4 | 165859 | \$2980.00 2980.00 | 12/29/22 209-PD00-5401-000-000000 | 02725 | | 0 VERCOM SYSTEMS INC VOIP PHONE DESKRS-BG (20) | INV-68013 | T | CLEARED |
| 4 | 165860 | \$7383.28 735.28 6648.00 | 12/29/22 210-FD00-5352-000-000000 210-FD00-5705-000-000000 | 00583 | | 0 VOGELPOHL FIRE EQUIPMENT, INC. VEH 311 PUMP SHIFT REBUILD KIT CIP 1477 FIRE HOSE 2022 - REPL | 6001684 4006151 | T | CLEARED |
| 4 | 165861 | \$1835.03 917.51 458.76 458.76 | 12/29/22 201-RD00-5356-000-000000 210-FD00-5351-000-000000 211-EM00-5351-000-000000 | 03906 | | 0 W.C. STOREY & SON INC DIESEL TANK PUMP DIESEL TANK PUMP DIESEL TANK PUMP | 136247 | T | CLEARED |
| 4 | 165862 | \$506.33 375.00 28.44 102.89 | 12/29/22 101-SV99-5401-000-000000 101-AD00-5455-000-EMGTLR 201-RD00-5401-000-000000 | 01387 | | 0 WHITE CAP LP 8' PLATFORM STEP LADDER ERT YELLOW CAUTION TAPE (4) ASPHALT RAKE/LEVELING BLADE | 10017268581 10017277723 10017271702 | T | CLEARED |
| 4 | 165863 | \$3825.00 2700.00 1125.00 | 12/29/22 101-CD00-5319-000-000000 101-CD00-5319-000-000000 | 03802 | | 0 XPEX LLC CONTRACT PLAN REVIEW ASSIST CONTRACT PLAN REVIEW ASSIST | NOVEMBER 2022 DECEMBER 2022 | T | CLEARED |
| 4 | 99220429 | \$143.84 117.54 13.15 13.15 | 12/28/22 101-PK00-5401-000-000000 101-PK03-5353-000-000000 101-PK04-5353-000-000000 | 00319 | | 0 HOME DEPOT SHOVELS (3) BPW BENCH QUIKRETE (2) KPW BENCH QUIKRETE (2) | 2016071 | W | CLEARED |
| 4 | 99220430 | \$26.30 13.15 13.15 | 12/28/22 101-PK03-5353-000-000000 101-PK04-5353-000-000000 | 00319 | | 0 HOME DEPOT BPW BENCH QUIKRETE (2) KPW BENCH QUIKRETE (2) | 3015933 | W | CLEARED |
| 4 | 99220431 | \$35.55 35.55 | 12/28/22 201-RD00-5401-000-000000 | 00780 | | 0 LOWES FLASHLIGHTS (3) | 902809 | W | CLEARED |
| TOTAL # OF ISSUED CHECKS: | | | 47 | TOTAL AMOUNT: | | | 82,312.57 | | |
| TOTAL # OF WIRES: | | | 3 | TOTAL AMOUNT: | | | 205.69 | | |
| TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS: | | | 0 | TOTAL AMOUNT: | | | 0.00 | | |

WEST CHESTER TOWNSHIP
CHECK REGISTER
DATE RANGE: 12/23/22 - 12/29/22

| BANK | CHECK # | CHECK AMT | CHECK DATE | VENDOR # | ADDRS # | VENDOR NAME | INVOICE # | CHECK |
|-----------------------------|---------|-----------|------------|----------|---------------|-------------|------------|----------|
| WO # | | AMOUNT | G/L ACCT # | | | DESCRIPTION | | STATUS |
| | | | | | | | | TYPE |
| | | | | | | | | INV VEND |
| TOTAL # OF ACH CHECKS: | | | | 69 | TOTAL AMOUNT: | | 186,072.10 | |
| TOTAL # OF UNISSUED CHECKS: | | | | 0 | | | | |

FUND TOTALS

| FUND | FUND NAME | ISSUED TOTAL | VOIDED/REISSUED TOTAL |
|-------|----------------------------|--------------|-----------------------|
| ----- | ----- | ----- | ----- |
| 101 | GENERAL | 65,432.82 | 0.00 |
| 201 | TOWNSHIP MOTOR VEHICLE TAX | 34,207.21 | 0.00 |
| 202 | MOTOR VEHICLE LICENSE TAX | 400.00 | 0.00 |
| 203 | GASOLINE TAX | 10.77 | 0.00 |
| 204 | ROAD & BRIDGE | 342.14 | 0.00 |
| 205 | CEMETERY | 2,546.88 | 0.00 |
| 207 | MULTI-MEDIA & MARKETING | 22,673.68 | 0.00 |
| 209 | POLICE LEVY | 63,796.47 | 0.00 |
| 210 | FIRE LEVY | 29,793.54 | 0.00 |
| 211 | EMS | 21,587.82 | 0.00 |
| 219 | 747 TIF SERVICE PAYMENTS | 18,324.00 | 0.00 |
| 270 | ASSET FORFEITURE | 1,687.41 | 0.00 |
| 275 | CORONAVIRUS RELIEF FUND | 7,762.00 | 0.00 |
| 508 | UCB LANDSCAPE DISTRICT | 25.62 | 0.00 |
| | | ===== | ===== |
| | TOTAL - | 268,590.36 | 0.00 |

REPORT PARAMETERS

ORGANIZATION : 001
BANK : 4
PRINT BY : CHECK DATE
SORT OPTION : CHECK #
PRINT DETAILS : Y
BEGINNING CHECK DATE : 12/30/22
ENDING CHECK DATE : 01/05/23
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 12/30/22 - 01/05/23

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | TYPE INV VEND | CHECK STATUS |
|--|---------|---------------------|--------------------------|----------|---------------|--|-------------------|------------------|-----------------|
| 4 | 82700 | \$626.67 | 12/30/22 | 00020 | | 0 AFLAC | | S | OUTSTANDING |
| | | 47.53 | 209-0000-2226-000-000000 | | | VOL INS 12/30/22 PAY PRE-TAX | 060791 | | |
| | | 206.25 | 210-0000-2226-000-000000 | | | VOL INS 12/30/22 PAY PRE-TAX | | | |
| | | 80.58 | 204-0000-2226-000-000000 | | | VOL INS 12/30/22 PAY PRE-TAX | | | |
| | | 18.41 | 209-0000-2226-000-000000 | | | VOL INS 12/30/22 PAY AFTER-TAX | | | |
| | | 273.90 | 210-0000-2226-000-000000 | | | VOL INS 12/30/22 PAY AFTER-TAX | | | |
| 4 | 82701 | \$125.69 | 12/30/22 | 00615 | | 4 ALTAFIBER | | S | OUTSTANDING |
| | | 125.69 | 210-FD00-5501-000-000000 | | | 682-2529 12/11/22-01/10/23 | 682-2529 DEC 22 | | |
| 4 | 82702 | \$280.00 | 12/30/22 | 00093 | | 0 BUTLER COUNTY UNITED WAY | | S | OUTSTANDING |
| | | 140.00 | 101-0000-2272-000-000000 | | | EMPLOYEE DONATION 4TH QTR 2022 | 4TH QTR 2022 | | |
| | | 140.00 | 209-0000-2272-000-000000 | | | EMPLOYEE DONATION 4TH QTR 2022 | | | |
| 4 | 82703 | \$26230.95 | 12/30/22 | 00755 | | 0 OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION | | S | OUTSTANDING |
| | | 2636.00 | 101-0000-2252-000-000000 | | | GROUP ANNUITY 12/30/22 PAYROLL | OH DFRD 12/30/22 | | |
| | | 14434.49 | 209-0000-2252-000-000000 | | | GROUP ANNUITY 12/30/22 PAYROLL | | | |
| | | 7020.46 | 210-0000-2252-000-000000 | | | GROUP ANNUITY 12/30/22 PAYROLL | | | |
| | | 1875.00 | 204-0000-2252-000-000000 | | | GROUP ANNUITY 12/30/22 PAYROLL | | | |
| | | 265.00 | 207-0000-2252-000-000000 | | | GROUP ANNUITY 12/30/22 PAYROLL | | | |
| 4 | 82704 | \$6900.00 | 12/30/22 | 01329 | | 0 SECURITY BENEFIT GROUP | | S | CLEARED |
| | | 2113.75 | 209-0000-2252-000-000000 | | | 611021 DFRD COMP 12/30/22 | 611021 12/30/2022 | | |
| | | 4348.75 | 210-0000-2252-000-000000 | | | 611021 DFRD COMP 12/30/22 | | | |
| | | 43.75 | 211-0000-2252-000-000000 | | | 611021 DFRD COMP 12/30/22 | | | |
| | | 193.75 | 204-0000-2252-000-000000 | | | 611021 DFRD COMP 12/30/22 | | | |
| | | 200.00 | 508-0000-2252-000-000000 | | | 611021 DFRD COMP 12/30/22 | | | |
| 4 | 165864 | \$489.63 | 12/30/22 | 02422 | | 0 AFSCME OHIO COUNCIL 8, LOCAL 3975 | | T | CLEARED |
| | | 77.31 | 101-0000-2251-000-000000 | | | UNION DUES 12/30/22 PAYROLL | 12/30/22 DUES | | |
| | | 12.87 | 209-0000-2251-000-000000 | | | UNION DUES 12/30/22 PAYROLL | | | |
| | | 12.89 | 210-0000-2251-000-000000 | | | UNION DUES 12/30/22 PAYROLL | | | |
| | | 12.89 | 211-0000-2251-000-000000 | | | UNION DUES 12/30/22 PAYROLL | | | |
| | | 322.13 | 204-0000-2251-000-000000 | | | UNION DUES 12/30/22 PAYROLL | | | |
| | | 25.77 | 508-0000-2251-000-000000 | | | UNION DUES 12/30/22 PAYROLL | | | |
| | | 25.77 | 205-0000-2251-000-000000 | | | UNION DUES 12/30/22 PAYROLL | | | |
| 4 | 165865 | \$1755.00 | 12/30/22 | 03479 | | 0 PRUDENTIAL RETIREMENT INSURANCE & ANNUITY CO | | T | CLEARED |
| | | 1755.00 | 210-0000-2252-000-000000 | | | GROUP ANNUITY 12/30/22 PAYROLL | 003518 12/30/22 | | |
| TOTAL # OF ISSUED CHECKS: | | | | 5 | TOTAL AMOUNT: | | 34,163.31 | | |
| TOTAL # OF WIRES: | | | | 0 | TOTAL AMOUNT: | | 0.00 | | |
| TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS: | | | | 0 | TOTAL AMOUNT: | | 0.00 | | |
| TOTAL # OF ACH CHECKS: | | | | 2 | TOTAL AMOUNT: | | 2,244.63 | | |
| TOTAL # OF UNISSUED CHECKS: | | | | 0 | | | | | |

FUND TOTALS

| FUND | FUND NAME | ISSUED TOTAL | VOIDED/REISSUED TOTAL |
|-------|-------------------------|--------------|-----------------------|
| ----- | ----- | ----- | ----- |
| 101 | GENERAL | 2,853.31 | 0.00 |
| 204 | ROAD & BRIDGE | 2,471.46 | 0.00 |
| 205 | CEMETERY | 25.77 | 0.00 |
| 207 | MULTI-MEDIA & MARKETING | 265.00 | 0.00 |
| 209 | POLICE LEVY | 16,767.05 | 0.00 |
| 210 | FIRE LEVY | 13,742.94 | 0.00 |
| 211 | EMS | 56.64 | 0.00 |
| 508 | UCB LANDSCAPE DISTRICT | 225.77 | 0.00 |
| | | ===== | ===== |
| | TOTAL - | 36,407.94 | 0.00 |

REPORT PARAMETERS

ORGANIZATION : 001
BANK : 4
PRINT BY : CHECK DATE
SORT OPTION : CHECK #
PRINT DETAILS : Y
BEGINNING CHECK DATE : 01/06/23
ENDING CHECK DATE : 01/12/23
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 01/06/23 - 01/12/23

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | TYPE INV VEND | CHECK STATUS |
|--------------|---------|---------------------|--------------------------|----------|---------|----------------------------|------------|------------------|-----------------|
| 4 | 82705 | \$6081.71 | 01/12/23 | 00615 | | 4 ALTAFIBER | | | S OUTSTANDING |
| | | 128.24 | 101-AD00-5501-000-000000 | | | 755-3148 12/20/22-01/19/23 | 755-3148 | JAN 23 | |
| | | 171.47 | 209-PD00-5501-000-000000 | | | 755-3764 12/20/22-01/19/23 | 755-3764 | JAN 23 | |
| | | 171.48 | 210-FD00-5501-000-000000 | | | 755-3764 12/20/22-01/19/23 | | | |
| | | 98.44 | 210-FD00-5501-000-000000 | | | 755-7700 12/20/22-01/19/23 | 755-7700 | JAN 23 | |
| | | 249.06 | 210-FD00-5501-000-000000 | | | 777-1334 12/23/22-01/22/23 | 777-1334 | JAN 23 | |
| | | 76.65 | 101-AD00-5501-000-000000 | | | 777-2231 12/23/22-01/22/23 | 777-2231 | JAN 23 | |
| | | 76.65 | 101-CD00-5501-000-000000 | | | 777-2231 12/23/22-01/22/23 | | | |
| | | 38.33 | 101-PK00-5501-000-000000 | | | 777-2231 12/23/22-01/22/23 | | | |
| | | 31.94 | 101-SV00-5501-000-000000 | | | 777-2231 12/23/22-01/22/23 | | | |
| | | 31.94 | 203-RD00-5501-000-000000 | | | 777-2231 12/23/22-01/22/23 | | | |
| | | 255.51 | 209-PD00-5501-000-000000 | | | 777-2231 12/23/22-01/22/23 | | | |
| | | 127.75 | 210-FD00-5501-000-000000 | | | 777-2231 12/23/22-01/22/23 | | | |
| | | 98.44 | 210-FD00-5501-000-000000 | | | 777-2303 12/23/22-01/22/23 | 777-2303 | JAN 23 | |
| | | 42.87 | 209-PD00-5501-000-000000 | | | 874-1960 12/25/22-01/24/23 | 874-1960 | JAN 23 | |
| | | 1.45 | 101-AD00-5501-000-000000 | | | 874-6805 12/25/22-01/24/23 | 874-6805 | JAN 23 | |
| | | 0.97 | 101-CD00-5501-000-000000 | | | 874-6805 12/25/22-01/24/23 | | | |
| | | 10.67 | 203-RD00-5501-000-000000 | | | 874-6805 12/25/22-01/24/23 | | | |
| | | 35.39 | 209-PD00-5501-000-000000 | | | 874-6805 12/25/22-01/24/23 | | | |
| | | 1.29 | 101-AD00-5501-000-000000 | | | 874-6958 12/25/22-01/24/23 | 874-6958 | JAN 23 | |
| | | 0.86 | 101-CD00-5501-000-000000 | | | 874-6958 12/25/22-01/24/23 | | | |
| | | 9.43 | 203-RD00-5501-000-000000 | | | 874-6958 12/25/22-01/24/23 | | | |
| | | 31.29 | 209-PD00-5501-000-000000 | | | 874-6958 12/25/22-01/24/23 | | | |
| | | 5.25 | 101-AD00-5501-000-000000 | | | 942-4910 12/25/22-01/24/23 | 942-4910 | JAN 23 | |
| | | 3.50 | 101-CD00-5501-000-000000 | | | 942-4910 12/25/22-01/24/23 | | | |
| | | 38.47 | 203-RD00-5501-000-000000 | | | 942-4910 12/25/22-01/24/23 | | | |
| | | 127.65 | 209-PD00-5501-000-000000 | | | 942-4910 12/25/22-01/24/23 | | | |
| | | 2.87 | 101-AD00-5501-000-000000 | | | 942-6275 12/23/22-01/22/23 | 942-6275 | JAN 23 | |
| | | 1.91 | 101-CD00-5501-000-000000 | | | 942-6275 12/23/22-01/22/23 | | | |
| | | 21.06 | 203-RD00-5501-000-000000 | | | 942-6275 12/23/22-01/22/23 | | | |
| | | 69.88 | 209-PD00-5501-000-000000 | | | 942-6275 12/23/22-01/22/23 | | | |
| | | 49.99 | 101-PK12-5501-000-000000 | | | SQ WIFI 12/25/22-01/24/23 | 1030375252 | JAN 23 | |
| | | 70.99 | 101-PK11-5501-000-000000 | | | MB WIFI 12/25/22-01/24/23 | 1030718648 | JAN 23 | |
| | | 90.63 | 209-PD00-5501-000-000000 | | | PD WIFI 01/01/23-01/31/23 | 1164535201 | JAN 23 | |
| | | 40.00 | 101-PK04-5501-000-000000 | | | KP WIFI 01/01/23-01/31/23 | 1183476674 | JAN 23 | |
| | | 74.98 | 210-FD00-5501-000-000000 | | | FD WIFI 01/01/23-01/31/23 | 121-4393 | JAN 23 | |
| | | 98.98 | 210-FD00-5501-000-000000 | | | FD WIFI 01/01/23-01/31/23 | 127-1428 | JAN 23 | |
| | | 86.00 | 203-RD00-5501-000-000000 | | | RD WIFI 01/01/23-01/31/23 | 131-2728 | JAN 23 | |
| | | 2960.52 | 210-FD00-5501-000-000000 | | | T-1 JAN 23 | D133498498 | JAN 23 | |
| | | 185.35 | 101-AD00-5501-000-000000 | | | T-1 JAN 23 | | | |
| | | 76.35 | 209-PD00-5501-000-000000 | | | T-1 JAN 23 | | | |
| | | 5.80 | 207-TV00-5501-000-000000 | | | T-1 JAN 23 | | | |
| | | 21.98 | 203-RD00-5501-000-000000 | | | T-1 JAN 23 | | | |
| | | 99.00 | 210-FD00-5501-000-000000 | | | 860-5544 01/05/23-02/04/23 | 860-5544 | JAN 23 | |
| | | 75.03 | 101-PK13-5501-000-000000 | | | 860-9226 01/05/23-02/04/23 | 860-9226 | JAN 23 | |
| | | 35.44 | 210-FD00-5501-000-000000 | | | 874-2443 01/05/23-02/04/23 | 874-2443 | JAN 23 | |
| | | 74.98 | 210-FD00-5501-000-000000 | | | FD WIFI 01/01/23-01/31/23 | 122-6977 | JAN 23 | |
| | | 74.98 | 210-FD00-5501-000-000000 | | | FD WIFI 01/01/23-01/31/23 | 127-7424 | JAN 23 | |
| 4 | 82706 | \$1612.04 | 01/12/23 | AD000 | | 36 LISA BROWN | | | S OUTSTANDING |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 01/06/23 - 01/12/23

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS |
|--------------|---------|---------------------|--------------------------|----------|---------|---|-------------------|-----------------|
| | | 60.04 | 101-HR00-5604-000-000000 | | | SNOW EVENT-SV FOOD | BROWN 12/23/22 | |
| | | 1552.00 | 101-AD00-5609-000-000000 | | | LAW SCHOOL TUITION FALL 22 | BROWN 1/4/23 | |
| 4 | 82707 | \$350.99 | 01/12/23 | PD000 | | 160 HENRY DAWKINS | | S OUTSTANDING |
| | | 350.99 | 209-PD00-5101-000-000000 | | | DAWKINS PY 12/30/22 | DAWKINS 12/30/22 | |
| 4 | 82708 | \$990.00 | 01/12/23 | 00753 | | 0 GREAT AMERICAN FINANCIAL RESOURCES | | S OUTSTANDING |
| | | 495.00 | 209-0000-2252-000-000000 | | | GROUP ANNUITY 12/30/22 PAYROLL | 12/30/22 | |
| | | 495.00 | 209-0000-2252-000-000000 | | | GROUP ANNUITY 01/13/23 PAYROLL | 01/12/23 | |
| 4 | 82709 | \$28240.50 | 01/12/23 | 00755 | | 0 OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION | | S OUTSTANDING |
| | | 2694.00 | 101-0000-2252-000-000000 | | | GROUP ANNUITY 01/13/23 PAYROLL | OH DFRD 01/13/23 | |
| | | 14823.32 | 209-0000-2252-000-000000 | | | GROUP ANNUITY 01/13/23 PAYROLL | | |
| | | 8343.18 | 210-0000-2252-000-000000 | | | GROUP ANNUITY 01/13/23 PAYROLL | | |
| | | 200.00 | 211-0000-2252-000-000000 | | | GROUP ANNUITY 01/13/23 PAYROLL | | |
| | | 1885.00 | 204-0000-2252-000-000000 | | | GROUP ANNUITY 01/13/23 PAYROLL | | |
| | | 295.00 | 207-0000-2252-000-000000 | | | GROUP ANNUITY 01/13/23 PAYROLL | | |
| 4 | 82710 | \$91.40 | 01/12/23 | RD000 | | 64 RONNIE SAWYER | | S OUTSTANDING |
| | | 91.40 | 201-RD00-5317-000-000000 | | | CLASS A CDL LICENSE RENEWAL | SAWYER 12/29/22 | |
| 4 | 82711 | \$6900.00 | 01/12/23 | 01329 | | 0 SECURITY BENEFIT GROUP | | S OUTSTANDING |
| | | 2113.75 | 209-0000-2252-000-000000 | | | 611021 DFRD COMP 01/13/23 | 611021 01/13/2023 | |
| | | 3748.75 | 210-0000-2252-000-000000 | | | 611021 DFRD COMP 01/13/23 | | |
| | | 643.75 | 211-0000-2252-000-000000 | | | 611021 DFRD COMP 01/13/23 | | |
| | | 193.75 | 204-0000-2252-000-000000 | | | 611021 DFRD COMP 01/13/23 | | |
| | | 200.00 | 508-0000-2252-000-000000 | | | 611021 DFRD COMP 01/13/23 | | |
| 4 | 82712 | \$2809.00 | 01/12/23 | 01041 | | 2 U.S. BANK NATIONAL ASSOCIATION | | S OUTSTANDING |
| | | 642.44 | 101-AD00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | 490398666 | |
| | | 148.23 | 101-HR00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 444.78 | 101-CD00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 211.03 | 101-SV00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 211.03 | 207-TV00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 23.15 | 201-RD00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 613.49 | 209-PD00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 169.02 | 210-FD00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 169.01 | 211-EM00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 88.41 | 209-DS00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| | | 88.41 | 210-DS00-5355-000-000000 | | | COPIER LEASE 12/20/22-01/20/23 | | |
| 4 | 82713 | \$1845.86 | 01/12/23 | 00577 | | 0 VERIZON WIRELESS | | S OUTSTANDING |
| | | 72.91 | 101-AD00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | 9923380998 | |
| | | 40.11 | 101-CD00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | | |
| | | 43.74 | 101-SV00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | | |
| | | 40.11 | 207-TV00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | | |
| | | 43.74 | 209-DS00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | | |
| | | 43.74 | 210-DS00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | | |
| | | 1086.20 | 209-PD00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | | |
| | | 475.31 | 210-FD00-5502-000-000000 | | | CELL PHONE 11/20/22-12/19/22 | | |

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 01/06/23 - 01/12/23

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | TYPE INV VEND | CHECK STATUS |
|--|----------|------------------------------|--|---------------|---------|---|-------------------|------------------|-----------------|
| 4 | 82714 | \$18.06 18.06 | 01/12/23 209-PD00-5502-000-000000 | 00577 | | 0 VERIZON WIRELESS TELEMETRY 11/24/22-12/23/22 | 9923713799 | | S OUTSTANDING |
| 4 | 82715 | \$808.92 404.46 404.46 | 01/12/23 210-FD00-5609-000-000000 211-EM00-5609-000-000000 | FD000 | | 230 JEREMY WALDROFF PRINCIPLES OF MANAGEMENT PRINCIPLES OF MANAGEMENT | WALDROFF 12/26/22 | | S OUTSTANDING |
| 4 | 99230001 | \$44.66 44.66 | 01/11/23 203-RD00-5506-000-000000 | 03159 | | 0 CHARTER COMMUNICATIONS RD CABLE 12/30/22-01/29/23 | 0227194 12/30/22 | | W CLEARED |
| 4 | 99230002 | \$84.99 84.99 | 01/11/23 101-CD00-5502-000-000000 | 03159 | | 0 CHARTER COMMUNICATIONS CD WIFI 12/24/22-01/23/23 | 0371380 12/24/22 | | W CLEARED |
| TOTAL # OF ISSUED CHECKS: | | | 11 | TOTAL AMOUNT: | | 49,748.48 | | | |
| TOTAL # OF WIRES: | | | 2 | TOTAL AMOUNT: | | 129.65 | | | |
| 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

| FUND | FUND NAME | ISSUED TOTAL | VOIDED/REISSUED TOTAL |
|-------|----------------------------|--------------|-----------------------|
| ----- | ----- | ----- | ----- |
| 101 | GENERAL | 6,785.54 | 0.00 |
| 201 | TOWNSHIP MOTOR VEHICLE TAX | 114.55 | 0.00 |
| 203 | GASOLINE TAX | 264.21 | 0.00 |
| 204 | ROAD & BRIDGE | 2,078.75 | 0.00 |
| 207 | MULTI-MEDIA & MARKETING | 551.94 | 0.00 |
| 209 | POLICE LEVY | 21,029.00 | 0.00 |
| 210 | FIRE LEVY | 17,436.92 | 0.00 |
| 211 | EMS | 1,417.22 | 0.00 |
| 508 | UCB LANDSCAPE DISTRICT | 200.00 | 0.00 |
| | | ===== | ===== |
| | TOTAL - | 49,878.13 | 0.00 |

AGENDA ITEM COVER SHEET

| | |
|-----------------------------------|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Requisition Item |
| Submitted By: | |
| Kenneth Keim, Director of Finance | |

| |
|---|
| Motion: |
| Frost Brown Todd LLC - \$46,489.21 - Legal Services through December 31, 2022 (various departments) |

| | |
|---|-----------|
| Background: | |
| For legal services through December 31, 2022: | |
| Administration | 25,517.89 |
| Cemetery | 715.00 |
| Police | 7,646.32 |
| Fire | 12,610.00 |
| | |
| Total | 46,489.21 |

| | | | | |
|----------------|------------------------|------------------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; Operational | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | S230332 | Total Encumbrance: | \$ 46,489.21 |



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
January 12, 2023
Bill # 210335638B

Account # [REDACTED]

RE: 2022 [REDACTED]

| | |
|--|---------------------|
| For Professional Services Rendered Through December 31, 2022 | 245.00 |
| TOTAL THIS BILL: | 245.00 |
| TOTAL AMOUNT DUE: | <hr/> 245.00 |

All amounts are in USD
Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

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

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



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
January 6, 2023
Bill # 210333913
Account # [REDACTED]

| | |
|--|------------------|
| For Professional Services Rendered Through December 31, 2022 | 52,167.50 |
| Other Charges Through December 31, 2022 | 76.71 |
| TOTAL THIS BILL: | 52,244.21 |
| Less Prepayments | 6,000.00 |
| TOTAL THIS BILL: | 46,244.21 |

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

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 December 31, 2022**

| Matter # | Matter Description | Fees | Disbursements | PrePay Amount | Total |
|-----------------|---------------------------|------------------|----------------------|----------------------|------------------|
| 0265899 | [REDACTED] | 3,250.00 | 0.00 | 0.00 | 3,250.00 |
| 0268857 | [REDACTED] | 3,412.50 | 0.00 | 0.00 | 3,412.50 |
| 0315629 | [REDACTED] | 13,211.50 | 20.39 | 0.00 | 13,231.89 |
| 0354458 | [REDACTED] | 2,210.00 | 0.00 | 0.00 | 2,210.00 |
| 0474490 | [REDACTED] | 11,277.50 | 0.00 | 6,000.00 | 5,277.50 |
| 0504890 | [REDACTED] | 684.00 | 0.00 | 0.00 | 684.00 |
| 0722320 | [REDACTED] | 715.00 | 0.00 | 0.00 | 715.00 |
| 0725452 | [REDACTED] | 572.00 | 0.00 | 0.00 | 572.00 |
| 0726663 | [REDACTED] | 9,165.00 | 0.00 | 0.00 | 9,165.00 |
| 0754329 | [REDACTED] | 520.00 | 33.69 | 0.00 | 553.69 |
| 0757718 | [REDACTED] | 260.00 | 0.00 | 0.00 | 260.00 |
| 0758536 | [REDACTED] | 780.00 | 0.00 | 0.00 | 780.00 |
| 0764019 | [REDACTED] | 6,110.00 | 22.63 | 0.00 | 6,132.63 |
| Total | | 52,167.50 | 76.71 | 6,000.00 | 46,244.21 |

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Requisition Item |
| Submitted By: | |
| Dennis Dick, Director of Communications and Information Technology | |

| |
|---|
| Motion: |
| Federal Field Services LLC - \$25,000.00 - Replace batteries and perform preventative maintenance on outdoor weather warning sirens (CIP# 1629) |

| |
|---|
| Background: |
| <p>West Chester Township maintains and operates 11 outdoor weather warning sirens that require maintenance, associated repairs, and replacement of batteries that activate said sirens.</p> <p>Each siren holds four deep cycle batteries that are recommended for replacement every five years (44 total batteries) and the current batteries have reached that age. During battery replacement, the annual preventative maintenance will also be performed by the vendor.</p> <p>The quote for battery replacement and maintenance is \$10,450.00. During the preventative maintenance, required repairs and needed parts are often discovered that are not included in the initial quote. The request of \$25,000 is the full budgeted amount to cover any additional repair costs.</p> <p>Also, as part of this maintenance, the vendor will evaluate the overall condition and future viability/longevity of the sirens, which were installed in 1999.</p> |

| | | | | |
|----------------|------------------------|----------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; CIP | | |
| | CIP #: | 1629 | | |
| | TIF Info: | | | |
| | Purchase Order: | S230259 | Total Encumbrance: | \$ 25,000.00 |

federal

FIELD SERVICES

12592 County Road L Wauseon, OH 43567 419.335.1800

QUOTATION

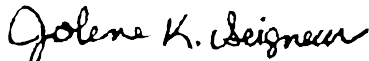
ATTN: Dennis Dick
ENTITY: West Chester Twp OH
RE: 2023 Maintenance Inspection and Battery Replacement for Outdoor Warning Sirens
DATE: September 9, 2022

| QUANTITY | PART NO. | DESCRIPTION | PRICE | TOTAL |
|--------------|--------------|--|----------|-------------------|
| 11 | INSP+BATTREP | Siren Inspection and Battery Replacement Includes the following: Maintenance Inspection of (11) sirens. Replacement of 4 – 12VDC Deep Cycle batteries in each siren. Dispose of existing batteries. NOTE: If any batteries are leaking or have exploded, there will be additional charges for spill kits and haz-mat clean-up. It is assumed the sirens are in working order at the time this work is being completed. Any repairs needed not including the battery replacements, which are discovered during the preventative maintenance inspection process that take less than fifteen (15) minutes and require less than ten dollars (\$10.00) worth of parts, will be completed at the time we are on site at no additional charge. Repairs that exceed these parameters are not covered. An estimate to complete any additional repairs will be submitted for your approval prior to completing the work. | \$950.00 | \$10450.00 |
| TOTAL | | | | \$10450.00 |

- Terms of Sale: Net due upon receipt of invoice.
- Only those items listed above are included in the quoted price.
- Quote is valid for 30 days.
- Add 4% to total if paying by credit card.

We appreciate the opportunity to quote on this project. If you have any questions concerning the proposal, please do not hesitate to call me at (419) 335-1800

Respectfully,



Jolene Seigneur
Office Manager
Federal Field Services

Accepted by: _____
Signature Name printed

Date: _____ PO # _____

AGENDA ITEM COVER SHEET

| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Requisition Item |
| Submitted By: | |
| Dennis Dick, Director of Communications and Information Technology | |

| |
|---|
| Motion: |
| Nuspire Corporation - \$14,473.28 - Renew annual service and support for network protection devices |

| |
|--|
| Background: |
| <p>Request approval to renew the annual service and support for the Township’s firewall devices, Internet Security Services (spam and malware), and network threat monitoring services.</p> <p>The firewalls are the first line of defense for our networking infrastructure. The hardware and software detects, blocks and alerts against attempt to breach the network. This equipment constantly monitors for suspicious network activity both external and internal and alerts the vendor and Information Technology staff of such activity.</p> <p>Internet security services coincide with anti-virus and firewall activity and is actively monitored by Nuspire staff. Managed security services ensure all products and devices are updated with the latest patches, firmware and threat updates to guard against the newest malicious files and network attempts.</p> |

| | | | | |
|----------------|------------------------|------------------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; Operational | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | S230265 | Total Encumbrance: | \$ 14,473.28 |



Service Order

Nuspire Relationship Manager

Shana Birchett

248-747-2002

Shana.birchett@nuspire.com

Billing Information

| | |
|------------------------------------|------------------------------|
| Legal Entity Name (as shown on W9) | West Chester Township |
| Billing Street Address | 9113 Cincinnati-Dayton Rd |
| Billing City, State, Zip | West Chester, OH 45069 |
| Billing Point of Contact | Dennis Dick |
| Phone | 513-777-5900 |
| Email | ddick@westchesteroh.org |

| SERVICE TERM | BILLING CYCLE | PAYMENT TERM |
|--------------|------------------|--------------|
| 1 Year | One Time Payment | 30 days |

| QTY | DESCRIPTION | SERVICE TERM | LIST PRICE |
|-----|--|-------------------------|--------------------|
| 2 | FC-10-0400E-950-02-12 S/N - FG4H0ETB20900900 S/N - FG4H0ETB20901172 Renewal through 1/24/2024 FortiGate-400E 1 Year Unified Threat Protection (UTP) (IPS, Advanced Malware Protection, Application Control, URL, DNS & Video Filtering, Antispam Service, and FortiCare Premium) | 1 Year | \$8,883.28 |
| 2 | Secure Device Management (SDM) Co-Managed Client Owned 400E (2) Primary and HA Pair 24x7x365 Technical Assistance, Cyber Threat Monitoring by Nuspire's Security Operations Center (SOC), Network Availability Monitoring and Implementation, nuSIEM with 400 days of rolling log retention and Cyber Reporting - 1 year Support | 1 Year | \$5,590.00 |
| | | Total Investment | \$14,473.28 |

Acceptance

Nuspire will provide Services to Client subject to the terms of the MSA and this Service Order. In the event of any conflict or inconsistency between the provisions of the MSA (or any Appendix, Amendment or Exhibit thereto) and the provisions of this Service Order, the terms of this Service Order shall prevail.

Pricing and Scope are good for thirty (30) days from 1/5/2023

Service Commencement Date: Reference [Section 1.3](#) of MSA.

Guarantee

Client reserves the unconditional right to cancel this Service Order within thirty (30) days and cancel all related financial obligations created herein.

Client:

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM COVER SHEET

| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Requisition Item |
| Submitted By: | |
| Dennis Dick, Director of Communications and Information Technology | |

| |
|---|
| Motion: |
| ESRI, Inc. - \$9,817.26 - Renew license and support for ArcGIS software, and purchase service credits |

| |
|---|
| Background: |
| <p>Request annual renewal of all Environmental Systems Research Institute (ESRI) licenses and subscriptions, and also purchase an additional block of 1,000 ArcGIS online service credits. Renewal total cost is \$9,697.26 and additional service credits total cost is \$120.00, for a grand total of \$9,817.26. License renewal term is February 2, 2023 through February 1, 2024.</p> <p>This renewal covers all software licensing utilized by the GIS/IT Manager position and Community Development and is necessary to provide continued map and data deliverables for all Township departments. Current examples include but are not limited to: Public Safety Software Map, Fire Response time maps, Police crime/incident mapping, assorted heat mapping, ArcGIS online server to provide "remote" access to internal and external users and sharing of data, et al.</p> |

| | | | | |
|----------------|------------------------|------------------|---------------------------|-------------|
| Finance | Budgeted Item: | Yes; Operational | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | S230264 | Total Encumbrance: | \$ 9,817.26 |



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 01/02/2023
To: Andrew Dannemiller
Organization: Township of West Chester
Community Development Dept
Fax #: 513-874-6804 **Phone #:** 513-759-7299

From: Pete Bennett
Fax #: 909-307-3083 **Phone #:** + 19093692063 Ext. 2063
Email: pbennett@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #26113249
Document Date: 11/03/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York St
 Redlands, CA 92373-8118
 Phone: + 190936920632063
 Fax #: 909-307-3083

Quotation

Date: 11/03/2022

Quotation Number: 26113249

Township of West Chester
 Community Development Dept
 9577 Beckett Rd Ste 100
 West Chester OH 45069
Attn: Andrew Dannemiller

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Pete Bennett

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Customer Number: 266948

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|--|------------|----------------|
| 10 | 1 | 87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 02/02/2023 End Date: 02/01/2024 | 400.00 | 400.00 |
| 1010 | 1 | 93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 02/02/2023 End Date: 02/01/2024 | 1,000.00 | 1,000.00 |
| 2010 | 8 | 87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 02/02/2023 End Date: 02/01/2024 | 300.00 | 2,400.00 |
| 3010 | 1 | 153148 ArcGIS Online Creator Annual Subscription | 500.00 | 500.00 |

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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Fax #: 909-307-3083

Quotation

Page 2

Date: 11/03/2022

Quotation Number: 26113249

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|--|------------|----------------|
| | | Start Date: 02/02/2023 End Date: 02/01/2024 | | |
| 4010 | 1 | 161322 ArcGIS Enterprise Workgroup Standard Up to Two Cores Maintenance Start Date: 02/02/2023 End Date: 02/01/2024 | 1,250.00 | 1,250.00 |
| 5010 | 1 | 161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 09/14/2023 End Date: 02/01/2024 | 1,931.51 | 1,931.51 |
| 6010 | 1 | 161367 ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance Start Date: 02/02/2023 End Date: 02/01/2024 | 1,250.00 | 1,250.00 |
| 7010 | 1 | 161430 ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 09/14/2023 End Date: 02/01/2024 | 965.75 | 965.75 |

| | |
|----------------------|---------------------|
| Item Subtotal | 9,697.26 |
| Estimated Tax | 0.00 |
| Total | USD 9,697.26 |

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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Quotation

Page 3

Date: 11/03/2022

Quotation Number: 26113249

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at [http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf](http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf) apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



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Fax #: 909-307-3083

Quotation

Page 4

Date: 11/03/2022 **Quotation No:** 26113249 **Customer No:** 266948

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

AGENDA ITEM COVER SHEET

| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Requisition Item |
| Submitted By: | |
| Arun Hindupur, Director of Public Works/Community Services | |

| |
|---|
| Motion: |
| Miller Cable Company - \$401,000.00 - Install new traffic signal at Tylersville Road and Smith Road (CIP# 1733) |

| |
|--|
| Background: |
| <p>Butler County Engineers Office (BCEO) is upgrading the intersection at Tylersville and Smith Roads by installing a traffic signal. BCEO put the project out for bid and have selected Miller Cable Company as the contractor.</p> <p>Community Services is requesting Trustee approval to open a Purchase Order to Miller Cable Company for the amount of \$401,000.00.</p> |

| | | | | |
|----------------|------------------------|----------|---------------------------|---------------|
| Finance | Budgeted Item: | Yes; CIP | | |
| | CIP #: | 1733 | | |
| | TIF Info: | | | |
| | Purchase Order: | S230302 | Total Encumbrance: | \$ 401,000.00 |

CONTRACT NO. 2022-22

THIS CONTRACT is made as of September 8, 2022, in Hamilton, Ohio, by and between the Board of County Commissioners of Butler County, Ohio, on behalf of the County Engineer ("COUNTY"), and Miller Cable Company ("CONTRACTOR").

WHEREAS, the Butler County Engineer, acting within the scope of his authority under the Ohio Revised Code, has determined that to effectively carry out his responsibilities to construct, reconstruct, improve, maintain, and repair all highways, roads, and bridges within Butler County and within the jurisdiction of the Board of County Commissioners will require certain construction services as hereinafter defined; and,

WHEREAS, the CONTRACTOR has represented to the COUNTY that it possesses the necessary expertise and capabilities to render such construction services as hereinafter defined; and,

WHEREAS, upon completion of the competitive bidding process set forth in the Ohio Revised Code, CONTRACTOR was determined to be the lowest and best bid; and,

WHEREAS, the COUNTY desires to engage the CONTRACTOR to render these construction services as hereinafter defined;

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth hereinafter, the sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR do hereto agree as follows:

I. SCOPE OF SERVICES AND COMPENSATION:

- A. CONTRACTOR does hereby agree with the COUNTY, for the consideration herein below mentioned, to furnish at CONTRACTOR'S sole proper cost and expense all necessary materials, tools, equipment, plant, and labor of every description and shall construct and complete in good, substantial, workmanlike, and approved manner, acceptable to the COUNTY, as expeditiously as is consistent with professional skill and care and the orderly progress of the work hereunder, to wit:

CR20-04.973, TYLERSVILLE ROAD TRAFFIC SIGNAL

The work shall be performed in accordance with the surveys, plats, plans, cross-sections, proposal notes, specifications, and profiles on file in the office of the said County Commissioners relating to this project which are hereby made a part of this CONTRACT, being CONTRACT NO. 2022-22 (the "PROJECT"). The following are hereby combined

and incorporated by reference herein, as part of this CONTRACT: the contents of the Bid Documents packet prepared by the Butler County Engineer's Office for this CONTRACT including all engineering and legal requirements enumerated therein; the proposal submitted by CONTRACTOR for this CONTRACT which includes CONTRACTOR'S bid (also attached hereto in Exhibit A); any addenda or clarifications issued prior to opening of bids (also attached hereto in Exhibit A); the State of Ohio Department of Transportation's *Construction Material and Specifications* dated January 1, 2019 (except those provisions listed in the Bid Documents as excluded); all bonds required for this CONTRACT; any change orders which may be approved; and the surveys, plats, plans, cross-sections, proposal notes, specifications, and profiles for this PROJECT on file in the office of the County Commissioners.

COUNTY hereby agrees and promises to pay CONTRACTOR at the times, under the conditions, and in the manner specified in the Contract Funding and Payment Process (incorporated herein and attached hereto as Exhibit B) and as may be further specified in the aforementioned Bid Documents. This is not a lump sum contract. This is hereby declared and determined by the COUNTY and CONTRACTOR to be a unit price contract.

II. CONTRACTOR'S RISK:

- A. The CONTRACTOR shall be responsible for the CONTRACTOR'S work under this CONTRACT and for the work of other parties undertaking any portion of the CONTRACTOR'S obligation, including compliance with all applicable local, State, and Federal laws and regulations concerning workplace safety. CONTRACTOR has or shall procure, without additional compensation, all permits, certificates, and licenses (including any professional licenses) necessary for CONTRACTOR legally to perform the work under this CONTRACT.
- B. The CONTRACTOR shall carry on the PROJECT at its own risk until the work under the contract is fully completed and accepted by the COUNTY. If any loss or damage occurs to or affects the work under the CONTRACT prior to completion and acceptance by the COUNTY, the CONTRACTOR shall at its expense promptly repair or replace the loss or damage, notwithstanding that the CONTRACTOR may collect compensation from the insurance proceeds of any applicable insurance policy that CONTRACTOR carries to cover such loss or damage. The COUNTY'S insurance policies will not, in any event, cover property of the CONTRACTOR.
- C. The date of commencement, the date from which the CONTRACT is measured, shall be the 25th day of July, 2022. The CONTRACTOR shall achieve substantial completion, approved and accepted by the COUNTY, of the work performed under this CONTRACT no later than the 26th day of May, 2023.

- D. Time is of the essence of the CONTRACT. CONTRACTOR hereby acknowledges and agrees that the unit price as quoted in the CONTRACTOR'S bid attached hereto in Exhibit A contains and contemplates costs associated with expediting the PROJECT to meet the PROJECT'S scheduled completion date stated in Section II.C herein. It is mutually understood and agreed by and between the parties to this CONTRACT that the COUNTY will sustain damage should the CONTRACTOR not complete the work under the CONTRACT by the substantial completion date of the 26th day of May, 2023, but that such damages will be difficult to ascertain with particularity.
- E. The parties to this CONTRACT hereby stipulate and agree to the payment by the CONTRACTOR to the COUNTY of liquidated damages as set forth in Specification 108.07 of the State of Ohio Department of Transportation's *Construction and Material Specifications* (January 1, 2019) for each calendar day beyond the specified completion date of the 26th day of May, 2023, as stated herein and as set forth in the contract time line attached hereto in Exhibit A. Compensation to the COUNTY for damages sustained by it by reason of CONTRACTOR'S delay in not completing the work under the CONTRACT and payment of such sum by CONTRACTOR will not, in any way, be construed as the assessment of a penalty. Such sum shall be deducted from the CONTRACTOR'S final payment by the COUNTY.
- F. It is further agreed that if COUNTY accepts work or makes payments under this CONTRACT after a delay in completion of the work, such acceptance shall not constitute a waiver or modification of any provisions regarding time of completion or liquidated damages. Moreover, the parties to the CONTRACT stipulate and agree that the COUNTY'S right to recover liquidated damages under the CONTRACT shall not substitute for or preclude any right of recovery by the COUNTY for additional costs and damages incurred by the COUNTY for causes unrelated to delay.

III. EXTENSION OF TIME FOR COMPLETION:

- A. If the CONTRACTOR is delayed in completion of the work by any act or neglect of the COUNTY, by any other contractor employed by the COUNTY, by changes ordered in the work, by unusually severe weather, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any other cause entirely beyond the CONTRACTOR'S control, or by any cause which the COUNTY determines justifies the delay, the CONTRACTOR shall, within three (3) days after the beginning of such delay, file a written request for additional time with the COUNTY. If the COUNTY, at its sole discretion, determines that such delay is beyond the CONTRACTOR'S control and is justified, then the CONTRACTOR shall be allowed one (1) day additional to the time limitations herein stated for each and every day of delay in the completion of the work.
- B. No claim for damages or any claim, other than for extensions of time as herein provided,

shall be made or asserted against the COUNTY by reason of any of the delays herein mentioned. The CONTRACTOR agrees that its sole remedy against the COUNTY for excusable delays shall be an extension of time; and the CONTRACTOR shall not be entitled to any additional compensation or damages for the delay.

The CONTRACTOR shall not be entitled to damages or to extra compensation by reason of delays occasioned by proceedings to review the awarding of the CONTRACT to the CONTRACTOR or to review the awarding of any other contract to another contractor.

IV. COUNTY'S RIGHT TO PERFORM WORK AND BACKCHARGE CONTRACTOR:

- A. If the CONTRACTOR fails or neglects to perform the work under the CONTRACT with the necessary diligence so as to complete the work within the time and to the standards specified in the CONTRACT documents, the COUNTY shall notify the CONTRACTOR in writing of such failure or neglect and the CONTRACTOR shall be given three (3) working days to cure such deficiency. If said CONTRACT involves a road improvement as set forth in Ohio Revised Code Chapter 5555, the COUNTY shall give written notice to the CONTRACTOR'S sureties.
- B. If, within ten (10) days after receipt of such notice, any one of such sureties notifies the COUNTY in writing of its intention to enter upon and complete the work covered under the CONTRACT, such sureties shall be given twenty (20) days after the receipt of such notice to resume construction, unless the time is extended by the COUNTY for good cause shown. Said surety will thereupon abide by the CONTRACT terms with respect to the remainder of the work to be performed under the CONTRACT.
- C. If the CONTRACTOR fails or refuses to cure such failure or deficiency within three (3) days, or if such sureties, entering upon the work according to Ohio Revised Code Section 5555.68, do not carry such work forward with reasonable progress or improperly perform, abandon, or fail to complete the work under the CONTRACT, or, if after receiving notice by the COUNTY of the CONTRACTOR'S failure to diligently perform under the CONTRACT, the sureties do not within ten (10) days give the COUNTY the written notice provided above, the COUNTY shall, without prejudice to any other remedy available to the COUNTY, employ upon the work under the CONTRACT the additional force or supply the materials, or such part of either, as is appropriate to correct the deficiency in the CONTRACTOR'S and/or surety's work under the CONTRACT.
- D. In such event, a change order shall be issued deducting from payments then or thereafter due the CONTRACTOR the costs associated with correcting such deficiencies.
- E. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such costs, the CONTRACTOR and/or the CONTRACTOR'S surety shall pay the amount of the deficiency to the COUNTY.

F. The COUNTY'S decision to backcharge the CONTRACTOR shall be final.

V. CONTRACTOR'S WARRANTY:

CONTRACTOR warrants that upon completion of the work and for a period of one (1) year following the date of the COUNTY'S written acceptance of the work all materials provided and labor performed pursuant to this CONTRACT shall comply with the terms and requirements of the CONTRACT. Upon written notice from COUNTY of a failure of the work to comply with the terms and requirements of the CONTRACT, the CONTRACTOR shall promptly take such corrective action as the COUNTY deems necessary to cure the failure of the work to comply with the terms and requirements of the CONTRACT. If the CONTRACTOR fails or neglects to promptly take such corrective action, the COUNTY may perform or cause to be performed the necessary corrective action and backcharge the CONTRACTOR as provided above. Neither the final payment nor payment in full shall relieve the CONTRACTOR of any responsibility for the CONTRACTOR'S breach of this warranty or for any damage to the work resulting therefrom. The remedies provided in this section shall be cumulative and shall not deprive or deny the COUNTY of the right to any other remedy provided either in this CONTRACT or by Ohio or Federal law.

VI. CHANGE ORDERS:

Any work performed by the CONTRACTOR that is not specified in the CONTRACT or its accompanying documents will not be recognized or compensated unless such deviation from the CONTRACT terms is agreed to in writing by the COUNTY prior to the initiation of the work which would result in the deviation from the CONTRACT terms.

VII. SAFETY:

CONTRACTOR must provide manufacturer's data sheets for hazardous materials. All safety requirements and regulations are the responsibility of the CONTRACTOR. CONTRACTOR shall indemnify the COUNTY for all fines, penalties, and corrective measures that result, directly or indirectly, from acts or omissions of the CONTRACTOR or from failure to comply with such safety rules and regulations.

VIII. INDEMNIFICATION AND INSURANCE:

A. The terms and conditions governing damage claims and liability insurance which are contained in Specification 107.12 of the State of Ohio Department of Transportation's *Construction Material and Specifications* dated January 1, 2019 ("CMS") are hereby incorporated into this CONTRACT as though rewritten herein, with the exception that, for purposes of this CONTRACT, the CMS references to "Director," "Department," "State," and

the like shall refer to COUNTY.

B. Without limitation upon Section VIII.A. of this CONTRACT, CONTRACTOR agrees as follows in regard to indemnification:

1. CONTRACTOR has the absolute and entire responsibility and liability for all damage, loss, or injury of any kind, direct or indirect, to any person (including death) or property arising out of, or in any manner based on, the performance by CONTRACTOR under the CONTRACT or caused by, or resulting from, the performance of any work on or relating to the PROJECT. CONTRACTOR shall, to the fullest extent permitted by law, protect, indemnify, and hold harmless the COUNTY against all losses, claims, damage, expenses (including attorneys' fees and costs), and liabilities arising by reason of any act, omission, conduct, negligence, willful conduct, or default by CONTRACTOR or a subcontractor or their respective employees or agents. Except as may be otherwise provided by applicable law of any governmental authority, the COUNTY'S right to indemnification shall not be impaired or diminished by any act, omission, misconduct, negligence, or default (other than gross negligence or willful misconduct) of the COUNTY or any employee or agent of the COUNTY who contributed or may be alleged to have contributed thereto.
2. For any work performed under the CONTRACT by CONTRACTOR at the site of the PROJECT or any other site or facility of the COUNTY, CONTRACTOR shall, to the full extent permitted by law, indemnify and hold harmless the COUNTY against all losses, claims, expenses (including attorneys' fees and costs), and liabilities arising out of or based upon bodily injury (including death at any time resulting therefrom) to any person, including employees of the CONTRACTOR or its subcontractors, caused by or related to the performance of any work on or related to the PROJECT.

C. Without limitation upon Section VIII.A. of this CONTRACT, CONTRACTOR agrees as follows in regard to insurance:

1. Prior to the performance of any work under the CONTRACT at the PROJECT site or at any site or facility of the COUNTY, CONTRACTOR shall provide and, thereafter, shall maintain in effect all insurance types, coverages, and minimum limits stipulated in CMS Specification 107.12. The insurance provided and maintained in effect by CONTRACTOR shall name and cover as additional insureds, at least until final payment on the CONTRACT, all of the entities enumerated in the Bid Documents (see also Exhibit A). CONTRACTOR'S coverage for the additional insureds shall be primary and non-contributory. The Products-Completed Operations coverage shall commence when final payment on the CONTRACT is made and shall extend for a period of two years after the final payment. CONTRACTOR shall require, prior to the performance of any work by any subcontractors, that each subcontractor provide and

maintain in effect all insurance types, coverages, and minimum limits stipulated in CMS Specification 107.12.

2. Prior to the performance of any work on the PROJECT, CONTRACTOR shall furnish COUNTY with satisfactory evidence of insurance coverage in accordance with the insurance types, coverages, and minimum limits stipulated in CMS Specification 107.12. CONTRACTOR agrees that the insurance provided and maintained in effect by CONTRACTOR shall satisfy all of the insurance requirements enumerated in Section VIII.C.1. of this CONTRACT and shall provide for the waiver of all rights of recovery against COUNTY or its insurer for claim payments made by CONTRACTOR'S insurer. Separate evidence of the insurance stipulated in CMS Specification 107.12, including the Products-Completed Operations coverage described in Section VIII.C.1. of this CONTRACT, shall be furnished by CONTRACTOR with its application for final payment and thereafter upon request of COUNTY until the two years following final payment has expired.
- D. COUNTY does not waive, nor shall its insurer be required to waive [1] any right of recovery against CONTRACTOR or its insurer for claim payments made by COUNTY or its insurer, or [2] the right to recover the cost of making good any faulty or noncomplying workmanship, material, or design with respect to work under this CONTRACT. CONTRACTOR shall not be entitled to compensation by COUNTY for repairing or replacing faulty or noncomplying workmanship, material, or design.

IX. DOCUMENTATION:

- A. The CONTRACTOR is responsible for maintaining and securing complete documentation of the work provided under the CONTRACT. Documentation shall mean and include all documents of the CONTRACTOR prepared pursuant to this CONTRACT, including but not limited to all plans, drawings, specifications, reports, maps, electronic files, and other documents in any and all form, regardless of whether the work under the CONTRACT is completed, and all documents provided by the COUNTY to the CONTRACTOR. The documentation shall be subject to audit on a periodic basis and shall be in a form suitable for supporting COUNTY decisions, for work implementation, for making any reports, for historical analysis, and for developing counterclaims or claims analysis in the event of a dispute with any party involved in or affected, directly or indirectly, by the work under this CONTRACT.
- B. Upon completion of the work or termination of this CONTRACT, whichever first occurs, the CONTRACTOR shall provide to the COUNTY, in a properly organized fashion, one (1) copy of each element of the documentation. That copy shall, in the first instance, be the original of any documentation in the custody of the CONTRACTOR, but if no original is available, then a legible and reproducible copy.

- C. During the performance of the work specified under the CONTRACT, the CONTRACTOR shall provide copies of any documentation to the COUNTY upon request.
- D. Suitable security backup shall be provided for all documentation to assure that a reproducible copy of any document is available. For any electronic files generated by the CONTRACTOR and any files provided to the CONTRACTOR in an electronic form, the CONTRACTOR shall maintain an electronic "back-up" copy for submission to the COUNTY upon completion of the services or the termination of the CONTRACT. The electronic "back-up" copy of any documents generated by the CONTRACTOR shall be provided in a format acceptable to the COUNTY.
- E. The CONTRACTOR shall keep complete and accurate books of account showing the cost of work which shall be open at all reasonable times for inspection by representatives of the COUNTY.
- F. As the COUNTY may request from time to time, CONTRACTOR shall make available for inspection and/or reproduction by COUNTY all records, books, and documents of every kind and description that relate to this CONTRACT.

X. INDEPENDENT CONTRACTOR STATUS:

- A. The CONTRACTOR is an independent contractor and nothing herein contained shall constitute or designate the CONTRACTOR or any of its employees or agents as employees of the COUNTY.
- B. CONTRACTOR warrants that at the time of entering into this CONTRACT, it has no direct or indirect interest, nor shall it acquire any such interest, in any contract which will impede its ability to perform under this CONTRACT.

XI. ASSIGNMENT AND SUBCONTRACTING:

The CONTRACTOR shall not have the right or power to assign this CONTRACT or any parts thereof without the express written consent of the COUNTY. The CONTRACTOR shall not subcontract any of its duties under this CONTRACT without notifying the COUNTY and providing the COUNTY with the identity of said subcontractors. *All subcontracts shall be subject to the same terms, conditions, and covenants contained within this CONTRACT.* CONTRACTOR shall require and verify that each subcontractor acquire and maintain the minimum amount of insurance specified in Section VIII of this CONTRACT. CONTRACTOR is responsible for making direct payment to all subcontractors for any and all work performed and/or services provided by such subcontractor.

XII. DISCLOSURE:

CONTRACTOR shall not use the COUNTY'S name or photographs of any phase of the work performed under this CONTRACT in any professional publication, magazine, trade paper, newspaper, seminar, or other medium without first receiving the express written consent of the COUNTY. All press releases relating to the work or this CONTRACT, including graphic display information to be published in newspaper, magazines, and other publications, are to be issued only by the COUNTY unless otherwise agreed to in writing by the CONTRACTOR and the COUNTY.

XIII. DATA, PATENTS, AND COPYRIGHTS:

Any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by CONTRACTOR become the property of COUNTY. When requested, such designs, specifications, processes, devices, or other intellectual properties shall become available to COUNTY with an unrestricted right to reproduce, distribute, modify, maintain, and use. The CONTRACTOR shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties. In providing such designs, specifications, processes, devices, or other intellectual properties to the PROJECT, CONTRACTOR shall relinquish any proprietary protections if they exist.

CONTRACTOR shall not utilize within the development of the PROJECT any copyrighted, patented, or similarly protected design, specification, process, device, or other intellectual property unless CONTRACTOR has provided for such use by suitable legal agreement with the owner of the copyright, patent, or similar protection. If CONTRACTOR makes use of such protected items for the PROJECT, CONTRACTOR shall indemnify and save harmless the COUNTY and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement at any time during the performance of the work or after completion of the work on the PROJECT.

XIV. TERMINATION:

A. TERMINATION FOR CONVENIENCE

1. In addition to any other rights provided herein, the COUNTY shall have the right, at any time, for convenience and without cause, to terminate further performance of work under the CONTRACT by delivery of written notice to the CONTRACTOR twenty (20) days prior to such termination date as that notice shall designate. The CONTRACTOR shall comply with the terms of the notice, after the receipt of which,

it shall reduce, minimize, or eliminate any activities for which it would seek compensation from the COUNTY, except as directed by the COUNTY in the notice.

2. Within five (5) days of receiving such notice, the CONTRACTOR shall prepare and submit to the COUNTY a work plan to accomplish the remainder of the work under the CONTRACT that the COUNTY wishes to have performed prior to the designated termination date. The work plan shall contain the information required to complete the PROJECT, including the activities to be completed and a final projected estimate for the work to be performed under the CONTRACT, which will be compensated based upon the percentage of the activities to be performed during the period prior to termination. Other than the payment authorized in the approved work plan, the CONTRACTOR expressly understands that it shall not have a right to other compensation, lost profits, mobilization or demobilization costs, or other termination costs. Within five (5) days of its receipt, the COUNTY shall review the proposed work plan and specify any required changes to the CONTRACTOR. Upon approval by the COUNTY, the termination work plan shall supersede and replace outstanding, incomplete task orders.
3. On or before the designated termination date, CONTRACTOR shall turn over or preserve all documentation in accordance with the COUNTY'S instructions. Within fifteen (15) days of the designated termination date, the CONTRACTOR shall submit to the COUNTY a final progress report, including a final invoice. The final invoice shall contain a certificate that the invoiced amount is the final claim for all work and that payment by the COUNTY will constitute a release of any and all claims by CONTRACTOR. Within ten (10) days of its receipt, the COUNTY shall review the final progress report and request any additional information which it requires. Receipt and approval by the COUNTY of a satisfactory final progress report shall be required prior to approval of the final invoice.

B. TERMINATION AND OTHER ACTIONS FOR CAUSE:

1. For the purposes of this CONTRACT, an event of default includes the CONTRACTOR filing a petition in bankruptcy, making a general assignment for the benefit of its creditors, having a petition in bankruptcy filed against CONTRACTOR or a receiver appointed on account of its insolvency, or default in the performance of any express obligation to be performed by it under this CONTRACT. If an event of default occurs, the COUNTY may, without prejudice to any other rights or remedies the COUNTY may have: (a) hold in abeyance further payments to the CONTRACTOR, (b) stop any work of CONTRACTOR or its subcontractors related to such failure, and/or (c) terminate this CONTRACT by delivery of written notice to CONTRACTOR specifying the date of termination.

2. Upon receipt of a termination notice, CONTRACTOR shall comply with its terms and shall reduce, minimize, or eliminate any activities for which it intends to seek any compensation from the COUNTY under this CONTRACT. Prior to the designated termination date specified in the notice, or within any extension of that period to which the parties have agreed, the COUNTY may cancel the notice and authorize performance of the work under the CONTRACT to continue; otherwise, the termination shall take effect on the designated termination date.
3. In the event of such termination by the COUNTY, the COUNTY may take possession of documentation and finish work under the CONTRACT by whatever method the COUNTY may deem expedient. In the event of any termination, CONTRACTOR shall deliver to the COUNTY all finished and unfinished documentation, including all documents, in whatever form, furnished to CONTRACTOR by the COUNTY.
4. Any claims for compensation after termination for cause shall be strictly limited to any work under the CONTRACT satisfactorily performed by the CONTRACTOR prior to the termination date. Any such claim shall be related to the percentage of completion of the work under CONTRACT and shall be supported by complete documentation submitted to the COUNTY and shall be satisfactory in form and content to the COUNTY. Other than any payment for work under the CONTRACT performed prior to termination, the CONTRACTOR expressly understands that it shall not have a right to other compensation, lost profits, mobilization or demobilization costs, or other termination costs.

C. TERMINATION NOT A LIMIT ON REMEDIES:

Nothing in this section shall be construed as a limitation on the remedies available to the parties hereto under the law or the terms of the CONTRACT in the event of a breach hereof by either or both of the parties.

XV. EXTENT OF CONTRACT:

- A. This CONTRACT, the exhibits attached hereto, and the documents incorporated herein by reference represent the entire integrated agreement between the COUNTY and the CONTRACTOR and supersede all prior negotiations, representations, or agreements, either written or verbal.
- B. This CONTRACT may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- C. The captions or headings in this CONTRACT are for convenience only and in no way define,

limit, or describe the scope or intent of any provisions or sections hereof.

- D. If there are any inconsistencies between the provisions contained in this instrument and any other document attached hereto or incorporated herein, the provisions of this instrument shall prevail.

XVI. GOVERNING LAW; RESOLUTION OF DISPUTES AND CLAIMS:

This CONTRACT, any modifications, amendments, or alterations thereof, and any disputes or claims arising out of this CONTRACT in any stage of resolution in court or out of court shall be governed, construed, and enforced under the laws of the State of Ohio to the exclusion of the law of any other jurisdiction.

Disputes and claims related to the work under the CONTRACT shall be subject to resolution according to the process shown on the BCEO Dispute/Claim Resolution Flow Chart included in Exhibit A. If, at the conclusion of the dispute/claim resolution process shown on the BCEO Dispute/Claim Resolution Flow Chart, the parties pursue any further steps to resolve the dispute or claim, the proceedings shall be conducted by a court of proper jurisdiction venued in Butler County, Ohio, or by a qualified local arbitration panel or a qualified local mediator agreed upon by the parties and located in Butler County, Ohio, unless otherwise agreed.

Any dispute resolution beyond the dispute/claim resolution process shown on the BCEO Dispute/Claim Resolution Flow Chart shall be commenced within thirty days of the conclusion of the dispute/claim resolution process. Nothing shall preclude the parties from negotiating without the assistance of a court, arbitration panel, or mediator the resolution of a dispute or claim which previously went through the dispute/claim resolution process.

XVII. NOTICES:

All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the organization for which the notice is intended or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate designated addresses as follows:

If to the COUNTY:

Melissa Taylor, Contract Specialist
Butler County Engineer's Office
1921 Fairgrove Avenue
Hamilton, Ohio 45011

If to the CONTRACTOR:

James Chamberlin, President
Miller Cable Company
210 South Broadway
Green Springs, Ohio 44836

XVIII. SEVERABILITY:

If any provision of this CONTRACT or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

XIX. NON-WAIVER:

Neither a failure by the COUNTY to exercise any of its options hereunder, nor failure to enforce its rights or seek its remedies upon any default or breach, shall effect or constitute a waiver of the COUNTY'S right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or breach of contract or any prior or subsequent default or breach. Remedies provided in this CONTRACT shall be cumulative and shall not in any way abridge, modify, or preclude any other rights or remedies to which the COUNTY is entitled either at law or in equity.

XX. AVAILABILITY OF FUNDS:

This CONTRACT is conditioned upon the availability of Federal, State, and/or local funds which are appropriated or allocated for payment of this CONTRACT.

XXI. AMENDMENT:

This CONTRACT may not be altered, waived, amended, or extended and no change orders shall be made, except by an instrument in writing signed by the duly authorized officer or agent of the COUNTY and duly authorized officer of the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this September 8, 2022, for the amount of \$401,000.00.

BOARD OF COUNTY COMMISSIONERS
BUTLER COUNTY, OHIO

[Signature]
President

Absent
Vice President - T.C. Rogers

Cindy Carpenter
Member

MILLER CABLE COMPANY

[Signature]

Matt DePolo
Name

Vice President
Title

Approved as to Form Only:

Mary Anne Nardillo
Assistant Prosecuting Attorney
Butler County, Ohio

NOTICE OF COMMENCEMENT

State of Ohio, County of Butler, September 8, 2022.

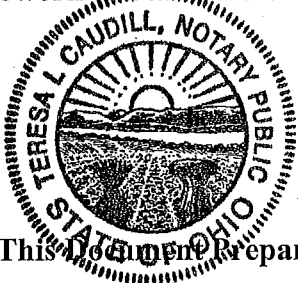
Melissa Taylor, says that she is the Contract Specialist for the Butler County Engineer's Office (the "Public Authority"), and states as follows:

- 1. The Public Authority has contracted for the Tylersville Road traffic signal project located in Butler County, (the "Project"). The Public Authority has identified the Project as the "CR20-04.973, Tylersville Road Traffic Signal" for, (Butler County Contract 2022-22).
2. The Public Authority's address is 1921 Fairgrove Avenue, Hamilton Ohio 45011-1965.
3. The Public Authority has executed contract(s) for the Project with the following principal contractor(s) Miller Cable Company with an address and trade as follows: 210 Broadway Green Springs, Ohio 44836.
4. The name and address of all sureties guaranteeing payment of the obligations of Miller Cable Company are as follows:
Name of Surety: The Cincinnati Insurance Company
Address: P. O. Box 145496, Cincinnati, Ohio 45250-5496
Name of Principal Contractor: Miller Cable Company
5. Service of the affidavit described in O.R.C. 1311.26 may be made on the following representative of the Public Authority: Melissa Taylor, Contract Specialist.
6. Melissa Taylor, as the Contract Specialist for the Butler County Engineer's Office having been duly sworn, states that the information contained herein is true and correct and that she has the requisite authority to execute this instrument.

Melissa Taylor
Affiant

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Sworn to before me and subscribed in my presence this September 8, 2022.



Teresa L. Caudill
Notary Public

My Commission Expires: May 14, 2023

This document prepared by the Butler County Engineer's Office.

TERESA L CAUDILL
Notary Public - Ohio
My Commission Expires
05/14/2023



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name BUTLER COUNTY

Exact location of job/project CR20-04.973 TYLERSVILLE ROAD AT SMITH / TYLER'S RESERVE TRAIL

Name of job/project as it appears on contract documentation TYLERSVILLE ROAD TRAFFIC SIGNAL

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

| | | | |
|-------------------------------------|--|--------------------------|--|
| <input type="checkbox"/> | A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12); | <input type="checkbox"/> | Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision; |
| <input checked="" type="checkbox"/> | Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision; | <input type="checkbox"/> | A computer data center entitled to exemption under R.C. 122.175; |
| <input type="checkbox"/> | A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock; | <input type="checkbox"/> | A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes; |
| <input type="checkbox"/> | A house of public worship or religious education; | <input type="checkbox"/> | A hospital facility entitled to exemption under R.C. section 140.08; |
| <input type="checkbox"/> | The original construction of a sports facility under R.C. section 307.696; | <input type="checkbox"/> | Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed). |
| <input type="checkbox"/> | Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state; | | |

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Miller Cable Company

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Owner/Contractee

Name Butler County

Signed by Melissa Taylor

Title Contract Specialist

Street address 1921 Fairgrove Avenue

City, state, ZIP code Hamilton, Ohio 45011

Date September 8, 2022

Subcontractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Political Subdivision

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Personnel Item |
| Submitted By: | |
| Arun Hindupur, Director of Public Works/Community Services | |

| |
|--|
| Motion: |
| Hire Duane Eric Brown to the position of Laborer Operator effective January 23, 2023 at the hourly rate of \$19.40 |

| |
|---|
| Background: |
| <p>The West Chester Community Services Department requests Trustee approval to hire Duane Brown as a full-time Laborer Operator.</p> <p>Duane has over 30 years of experience with the Butler County Engineer's Office and as a self-employed landscaper.</p> <p>Duane Eric Brown's effective date of hire will be January 23, 2023, at the hourly rate of \$19.40 per the collective bargaining agreement with a one-year probationary period.</p> |

| | | | | |
|----------------|------------------------|------------------|---------------------------|--------|
| Finance | Budgeted Item: | Yes; Operational | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | | Total Encumbrance: | \$.00 |



**WEST CHESTER TOWNSHIP
ADMINISTRATION**

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

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

westchesteroh.org

January 9, 2023

Duane Eric Brown

Dear Eric,

I am pleased make a final offer of employment for the position of Laborer Operator for West Chester Township. Although your official appointment will be January 24, 2023 at a regular West Chester Board of Trustees' meeting with an effective hire date of January 23, 2023, the commitment to you regarding compensation, benefits, and related provisions is outlined herein pending Township Administrator approval and successful completion of a background check and drug screen.

General

| | |
|----------------------|--|
| Position: | Laborer Operator |
| Employer: | West Chester Township |
| Effective Hire Date: | January 23, 2023 |
| Probationary Period: | 365 days commencing on Hire Date |
| Normal Schedule: | Monday – Friday 7:00am – 3:30pm, 30 min unpaid lunch |

Compensation

| | |
|--------------|------------------|
| Base Salary: | \$19.40 Per Hour |
|--------------|------------------|

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%. 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. Amount is subject to change at Employer's discretion. |
|-------------------|--|

| | |
|----------|--|
| 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** |
|--------|---|

Holidays Eleven (11) established holidays
Personal Twenty-four (24) hours annually; you will receive
twenty-four hours on your hire date for you to use
during your probationary period **
Sick Ten (10) hours accrued monthly

**after completion of probationary period

Longevity Pay At Employer's discretion, seventy-five dollars (\$75.00) per year after
five (5) years of continuous service

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

Disability: As provided under Public Employee Retirement System.

Step/Merit Increase: Please refer to the current AFSCME Collective Bargaining Agreement

Continuing Education: Please refer to the current AFSCME Collective Bargaining Agreement

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



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Business Item |
| Submitted By: | |
| Lisa Brown, Assistant Township Administrator | |

| |
|--|
| Motion: |
| Motion to advertise Request for Proposals to provide annual mental health check-ins for all first responders |

| |
|---|
| Background: |
| <p>In June 2022, the Board of Trustees approved the Township’s application for the American Rescue Plant Act (ARPA) First Responder Wellness, Recruitment, Retention and Resiliency Grant. This grant is administered by the Ohio Department of Public Safety and provides funding for first responder wellness, hiring and retention for police officers, firefighters and communication officers. In November 2022 the Township was awarded \$179,200 for First Responder Wellness; the remaining portions of the grant are under review by a different board.</p> <p>The Township is working with Strategic Benefits to develop the Request for Proposals (RFP), evaluate proposals and assist with program design and implementation. The committee anticipates to complete vendor selection by March 20, 2023 and begin implementing the program on April 12, 2023.</p> <p>Administration requests approval to advertise a Request for Proposals for (a) vendor(s) to provide annual mental health check-ins for all first responders which includes all personnel from the Police, Fire/EMS and Communications Departments.</p> |

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

{DATE}

RE: RFP FOR FIRST RESPONDER WELLNESS PROGRAM

To All Proposers:

You are invited to submit a proposal to provide mental health services to West Chester Township's First Responder personnel as described in the RFP document.

While this RFP is specific to annual wellness checks for West Chester's first responders; future RFP's may include fitness for duty evaluations, crisis care, and on-site physical therapy services. To receive an email notification of future projects and programs, please complete the Requests for Qualifications/Proposals and Bids form at:

<https://www.westchesteroh.org/government/finance/requests-for-proposals-qualifications>

Thank you.

DRAFT

**First Responder Wellness Program
Mental Health Services**

REQUEST FOR PROPOSALS



West Chester

OHIO

January 25, 2023

RESPONSES DUE: February 24, 2023, 4PM

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INTRODUCTION

1.1. Introduction

The Township of West Chester, hereinafter referred to as "Township," is soliciting proposals from qualified vendors to provide professional services for the selection of a skilled mental health provider for the Township's First Responder Wellness Program. The required services and performance requirements are described in the Scope of Services.

Responses must conform to the requirements of this Request for Proposals (RFP). The Township reserves the right to waive any irregularity in any proposal or to reject any proposal, which does not comply with this RFP. The selection of the proposal will be made solely by the Township on criteria determined by the Township. The Township reserves the right to select a single or multiple providers.

The successful proposer will be required to enter into an agreement, which will include the requirements of this RFP as well as other requirements. The initial term of the agreement will be the duration of the project with the option to extend the agreement for a mutually agreed upon term.

The Township expects, but does not guarantee, that the decision on selection of a firm will be made on the date indicated in the Proposal Schedule. The Township assumes no obligation for any costs incurred by any proposer in preparing the response to this RFP, attending an interview, or any other activity prior to the award of the contract to the selected proposer.

The Township's principal contact for this proposal will be Kellie Byrd, West Chester Township and Lisa Grout, Strategic Benefits. Proposers should not contact any Strategic Benefits or West Chester Township official, employee, vendor or customer to gather information about this RFP.

1.2. West Chester Township Background

West Chester Township operates as a limited home rule government led by a publicly elected three-member Board of Trustees. The Trustees' four-year terms overlap ensuring some consistency and experience at all times. A publicly elected Fiscal Officer provides fiscal oversight and accurate keeping of meeting minutes. The Board appoints the Township Administrator who serves as the day-to-day manager of Township operations.

The primary government consists of all funds, departments, boards and agencies not legally separate from the Township. For West Chester, this includes police, fire & emergency medical services, 911, road maintenance & repairs, parks, planning & zoning, economic development, cemeteries and general administration. The Board of Trustees and Administrator have direct responsibility for these activities.

The Township's operating budget is approximately \$51 million. The Township fiscal year begins on January 1 and ends on December 31. The Township has approximately 250 full-time positions and about 30 part-time/seasonal positions. Currently, West Chester is staffed with approximately

190 first responders, which includes 15 full-time communication (911) officers, 82 full-time police officers, and 90 firefighters/EMT or paramedics.

1.3. Mission Statement and Core Values

VISION

Two important criteria; *where families grow and businesses prosper*, to which Township employees must be personally dedicated to doing their part in assuring perpetuity of this Vision for each Township resident and business.

MISSION

The mission describes what our customers must have available to them whenever they are in contact with a Township employee: *we provide superb customer service with an emphasis on integrity, fiscal responsibility, and open communication.*

CORE VALUES

In order to demonstrate they possess the most important, or core, essence of service and a commitment to meeting the standards of this Township's workforce, each employee must constantly demonstrate their commitment to: *seeking continuous and measurable improvement in our services defines us as valued employees of West Chester Township.*

2. PROJECT INFORMATION

2.1 Project Purpose

The purpose of this Request for Proposals (RFP) is to select a qualified vendor to provide skilled mental health services for the Township's First Responder Wellness Program.

While the nature of work performed by West Chester Township's first responders is stressful and demanding, the Township's first responders have experienced additional stress during the COVID-19 Pandemic. Since 2020, numerous Township first responders have voluntarily sought referrals to counselors, used Employee Assistance Program resources, or sought long-term mental health leave. In some cases, first responders have experienced significant difficulties before seeking help. Currently, West Chester Township does not have a mandatory wellness check program where first responders are required to meet with mental health providers in a capacity that does not impact promotion, assignment or the discipline process.

The Township is establishing a program to provide annual mental health check-ups for all first responders. This program would include one mandatory annual visit and up to three voluntary visits to a contracted mental health provider.

2.2 Mental Health Services and Program Implementation

West Chester Township is seeking proposals for qualified mental health providers to provide annual mental health wellness checks and follow-up sessions, as needed. The mental health provider will work directly with employees in West Chester Township's Police, Fire & EMS, and Communications (911) Departments. The Vendor should be able to:

- Provide strategic options and plan development for establishing a First Responder Wellness Program
- Provide clinical resources that have a Ph.D. or Master's degree in the field of psychology, clinical social work, mental health counseling or psychiatric nursing
- Provide clinical resources with an active Ohio license in good standing and the appropriate training and certification
- Demonstrate an understanding of first responders and the inherent dynamics, advanced knowledge about trauma and addiction
- Demonstrate proven experience and cultural competency in providing services to first responders
- Maintain the highest level of confidentiality and describe the steps taken to ensure privacy; define the circumstances in which confidentiality would be breached
- Demonstrate awareness of programs, services and other resources specific to first responders
- Provide and demonstrate skill in diagnostic assessment, short-term counseling, crisis intervention, grief counseling, case management, referral care/coordination
- Refer first responders to the appropriate clinical and/or specialty care from providers

equipped to deliver treatment with current best practices and standards of care

- Provide services in a manner that facilitates ease of access and usage, minimizes delays and obstacles, and encourages proactive utilization
- Sufficient clinical resources to provide 1:1 wellness check for all first responders per year with follow up sessions, as needed
- Provide prevention strategies, health promotion activities and resiliency related to risk factors for first responders
- Provide wellness checks at Township facilities and the capability to provide alternative meeting options such as tele-therapy or the clinician's office be within a 25 mile radius of the West Chester Township Administration Offices (9113 Cincinnati Dayton Road, West Chester, Ohio 45069)
- Provide crisis care, as needed, including 365/24/7 availability
- Provide the scheduling flexibility to accommodate employees on alternative shifts

DRAFT

3. INSTRUCTIONS

3.1 Proposal Schedule

Listed below is the estimated RFP schedule; adjustments may be made based on the needs of the Township. Any changes to this schedule will be noted on the Township website.

| | |
|---|-------------------|
| Request for Proposals Issued | January 25, 2023 |
| RFP questions due via email | February 6, 2023 |
| Distribution of answers to questions | February 13, 2023 |
| Proposals Due at Strategic Benefits <i>No later than 4:00 p.m.</i> | February 24, 2023 |
| Interviews, if required | March 13, 2023 |
| Projected Contractor Selection | March 20, 2023 |
| Contract Negotiations | March 27-31, 2023 |
| Projected approval by Board of Trustees | April 11, 2023 |
| Estimated start date | April 12, 2023 |

3.2 Proposal Submission

By submitting a proposal the Vendor affirms that the Company is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. Additionally, the Vendor affirms that the Proposal has been checked for errors and omissions and that all information provided is correct and complete.

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Proposals must be complete and organized.

All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the Company, with current Power of Attorney if applicable. The name and mailing address of the individual making the proposal must be provided.

Proposals must be received at the Strategic Benefits building no later than 4:00 p.m. on the date indicated in the Proposal Schedule. Proposals received after 4:00 p.m. on the date indicated in the Proposal Schedule, regardless of the date of their postmark, will be rejected.

Proposals must:

- show page numbers for all pages in the proposal
- include three (3) copies
- include one electronic copy on labeled USB drive

- be submitted in one or more sealed envelopes or packages, each of which clearly:
 - States “First Responder Wellness RFP”
 - Identifies the proposers
 - States the number of the envelope and the total number of envelopes by the proposer

The envelope must be addressed as follows:

Strategic Benefits
Attn: Lisa Grout
424 Wards Corner Road, Unit 120
Loveland, Ohio 45140
RE: First Responder Wellness RFP

Proposals must address the requirements of the RFP in the exact order set forth in this Section.

3.3 General Terms and Conditions

- A. Proposers understand that the submission of a proposal does not constitute an acceptance of any offer, and that no contract will be entered into by submitting a proposal.
- B. Proposers may withdraw their proposals prior to the date and time specified for proposal submission, by sending a written request to Lisa Grout at Strategic Benefits. No proposal received after the closing date will be considered.
- C. The proposer to which the award is made will execute a written contract with the Township after Notice of the Award has been sent. If the proposer to which the award is made fails to enter into the contract within 10 business days following the award, the Township reserves the right to nullify the award and an award may be made to the next best proposal as determined by the Township.
- D. The successful proposer will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other firm, or corporation without previous consent in writing from the Township.
- E. The contract will provide that the Township reserves the right to terminate the contract at any time upon sixty (60) days prior written notice of the Township’s intent to terminate the contract. Causes for termination of the contract may include, but are not limited to any one of the following: failure to promptly and faithfully provide the services required in this RFP; violation of any law; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the firm officers or employees which, in the opinion of the Township, would adversely affect the Township’s interest. The contract may be terminated by the firm upon a 180 day written notice.

The initial term of the agreement will be for two (2) years. Upon expiration of the initial

term, the Township and firm may mutually agree to extend the agreement for additional one (1) year term under the same terms and conditions.

3.4 Inquiries

The Township's principal contact for this proposal will be Lisa Grout at Strategic Benefits. Proposers may not contact any Strategic Benefits or West Chester Township official, employee, vendor or customer to gather information about this RFP.

3.5 Evaluation Criteria

The sole purpose of the proposal evaluation process is to determine which solution best meets West Chester Township's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for West Chester's current and future needs based on the information available and West Chester's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of West Chester. While West Chester intends to evaluate the proposals against all of the following criteria, the Township reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the list below.

The following selection criteria will be used to evaluate the proposer responses to the RFP. A percentage is assigned to each criterion thereby providing a weight to the importance of the criteria in the overall selection.

| Evaluation Criteria | Weight |
|--|---------------|
| Capabilities and ability to meet the technical, business, and functional requirements of this RFP Response demonstrates how the firm will adequately meet the Township's needs | 20% |
| Demonstrated experience and proven cultural competency in mental health services for public safety personnel Proposer highlights experience over the past five years | 20% |
| Price Reasonableness of proposed cost, fees and expenses for services | 20% |
| Completeness & quality of the response as outlined in the RFP Response adequately addresses all requirements of the RFP including formatting, inclusion of attachments and number of copies | 15% |
| Feasibility, timeliness, and quality of project schedule Proposer provides realistic schedule and addresses the resources and time commitment required by West Chester personnel | 15% |
| Quality and depth of references References adequately substantiate proposer's ability to deliver proposed services | 10% |

A. Scope of Work

Provide a plan for services to the Township that you believe is appropriate for the Township and meets the requirements outlined in section 2.2 Mental Health Services and Program Implementation. Describe the services provided as part of a first responder wellness program, specific to annual mental health check-ins, and follow-up appointments as needed.

Provide your firm's proposed process and timeline for the development and implementation of a program as outlined in Section 2.2 Mental Health Services Program Implementation.

Indicate features, resources, technology, skills and/or services, which distinguish your firm and make it the better choice for the Township.

Finally, explain how the firm will assist in the selection and evaluation of a qualified mental

health care provider as described throughout the RFP.

B. Cost Proposal

An estimated cost proposal for the Scope of Work plan must be provided. Provide an explanation of any assumptions that the proposer made in calculating the project costs.

C. Other

Finally, based on the information provided in the RFP and your firm's knowledge of the industry, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the Township's services (two pages maximum).

D. Company Information

Provide a brief description of your firm's history, ownership, organizational structure, location, and licenses to do business in the State of Ohio. Include evidence of financial stability, which could be recent financial statements, letter of comfort or offer financial capability certification.

F. References

List five similar companies or public agencies for which your firm has provided services in the last five years and when performed. In a table format, show name of the organizations, services provided, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

F. Vendor Compliance

An IRS W-9 and **either** the Independent Contractor Acknowledgement Form (PEDACKN) from the Ohio Public Employees Retirement System (OPERS) **or** the vendor exempt letter stating that you are exempt from the PEDACKN form.
(W-9 and Vendor Exempt Letter in Appendix)

The vendor selected will have the option of receiving payment via ACH. (ACH form in Appendix)

3.6 Selection Process

Responsive proposals received by the deadline will be evaluated by an evaluation committee, established by the Township. Additionally, an independent checking of references may be used to assist in selecting. Oral interviews at the West Chester Township Administration Building may be conducted. Contract negotiations will take place with the finalist.

Award will be made to the Proposer offering the most advantageous proposal after consideration of all evaluation criteria set forth in this RFP. The committee will evaluate all proposals received in accordance with the evaluation criteria. The Township shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the Township after all factors have been evaluated. The Township reserves the right to select a single or multiple providers.

A Notification of Intent to Award will be sent to all prospective vendors who submitted a proposal

when available. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Township may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

3.7 General Requirements

A. **Right to Request Additional Information**

During the evaluation process, the evaluation committee reserves the right, where it may serve the Township's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the evaluation committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

B. **Right to Reject Proposals**

The Township reserves the right to reject any or all proposals.

C. **Right to Purchase From Any Source**

The Township reserves the right to purchase from any source or sources, in part or in whole, any desired products or services relating to this proposal.

D. **Proposal Interpretations and Addenda**

Any change to, or interpretation of, the RFP by the Township will be sent via email to the contact person provided by each Proposer by Strategic Benefits and any such changes or interpretations shall become part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

E. **Public Record**

All proposals accepted by the West Chester Township shall become the exclusive property of the Township. **Upon opening, all proposals accepted by the Township shall become a matter of public record and shall be regarded as public. We advise against including any information that is “Confidential” or “Proprietary” but will accept information labeled as such. Note it would ultimately be the judgment of the Township’s legal team about whether any such information is truly “Confidential” or “Proprietary” should information be requested from the public.** West Chester Township has no obligation to provide notice to any firm submitting a response to this RFP of the request for or disclosure of any “Confidential” or “Proprietary” information. If disclosure is required under the Ohio Public Records Act or otherwise by law, the Township will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

F. **Additional Services**

The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the firm, the scope of service may be modified and refined during negotiations with the Township.

3.8 Revision to the RFP

West Chester reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be posted on the West Chester Township website by February 1, 2023. West Chester reserves the right to extend the date by which the Proposals are due. This RFP does not commit West Chester to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work. All proposals submitted in response to this RFP become the property of West Chester and public records, and as such, may be subject to public review.

West Chester reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If West Chester cancels or revises this RFP, all proposers will be notified in writing.

West Chester reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

3.9 Common Questions and Answers

Q: Is there a pre-bid conference?

A: No. Questions about the RFP should be emailed to Ms. Lisa Grout (Lisa.M.Grout@gmail.com) by February 6, 2023.

Q: Will the Township grant an extension for submission of proposals?

A: Unfortunately, extensions cannot be granted.

Q: Is the RFP available as a Word document?

A: The RFP is available electronically only as a PDF document.

DRAFT

Appendix

DRAFT

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____ <small>(Applies to accounts maintained outside the U.S.)</small></p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | |
|--|---|---|---|---|--|
| Social security number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | - | |
| | - | | - | | |
| OR | | | | | |
| Employer identification number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 85%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | | |
| | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**WEST CHESTER TOWNSHIP
FINANCE DEPARTMENT**
9113 Cincinnati-Dayton Road
West Chester, OH 45069-3840

T | 513-777-5900
F | 513-779-9369
westchesteroh.org

November 16, 2022

RE: Required Vendor Forms

Dear Prospective Vendor:

West Chester Township is pleased that you wish to do business with us. In order to set-up your business as a Township vendor, there are two forms that the Township requires. An IRS W-9 and **either** the OPERS Non-Member Acknowledgement form (PEDACKN) from the Ohio Public Employees Retirement System (OPERS) **or** this letter stating that you are exempt from the PEDACKN form.

The Non-Member Acknowledgement form from OPERS is to be completed if you are an individual who begins providing personal services to a public employer on or after January 7, 2013, but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. *(If you're a vendor with less than five employees, and even if you have been assigned a Federal Tax Identification Number or Employer Identification Number, you must complete the OPERS Non-Member Acknowledgement form (PEDACKN)).*

If you meet one of the following criteria, you are exempt from completing the OPERS Non-Member Acknowledgement form (PEDACKN). Please indicate the reason you are exempt and return this signed letter to us.

- a student who filed an [OPERS] exemption
- a college or university employee eligible and electing to participate in an Alternative Retirement Plan (ARP)
- performing services through a business entity with five or more employees
- government entity with more than five employees doing business with West Chester Township
- individuals or businesses that solely supply goods and will not provide any personal services to the Township
 - No individual employed by the vendor will be classified as a public employee due to the provision of goods called for by the agreement between the vendor and the Township;
 - No contributions will be remitted to OPERS for the vendor or individuals employed by the vendor for goods provided to the Township.

Please indicate if you are an OPERS (Ohio Public Employees Retirement System) contributor/recipient with a retirement benefit by circling one option: YES or NO If YES, PEDACKN must be filled out and indicate date and entity of employment below:

Vendor Name

Signature

Date

Name Printed

Form(s) can be faxed to: 513.779.9369 or emailed to fkutka@westchesteroh.org

Please note we will not be able to process purchase orders or checks for goods or services until these forms have been completed and returned.

West Chester has the ability to process payments using ACH transactions. If you would like us to process your payments electronically, please complete the attached ACH Authorization Form.

Thank you for your prompt attention to this matter. We look forward to our continued business together.



WEST CHESTER TOWNSHIP
 FINANCE DEPARTMENT
 9113 Cincinnati-Dayton Road
 West Chester, OH 45069-3840

T | 513-777-5900
 F | 513-779-9369
westchesteroh.org

ACH Authorization Form

I hereby authorize West Chester Township to initiate entries to the checking/savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until West Chester Township receives notification in writing to cancel Automated Clearing House payments in such time to afford West Chester Township and the financial institution a reasonable opportunity to act on it.

 Vendor Name (Please Print)

 Email Address (required) for payment notification (Please Print)

 Name (Please Print)

 Address (Please Print)

 Name of Financial Institution (Please Print)

 Address of Financial Institution - Branch, City, State, Zip (Please Print)

 Signature Date

Financial Institution Routing Number _____

Checking/Savings Account Number _____
 (Circle One)

These Numbers are located in the bottom of your **check** (not a deposit slip) as follows:

⑆ 1 2 3 4 5 7 8 9 0 ⑆ 1 2 3 4 5 7 8 9 0 1 2 3 ⑆

Routing Number

Account Number

*A Fee of \$25.00 will be charged to your account if funds are unavailable at time of transfer.

Remittance notifications will be from email address Gemstone@westchesteroh.org, be sure to add to your contact list.

| Office Use Only | |
|-----------------|--|
| Vendor # | |
| Date Entered | |

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Business Item |
| Submitted By: | |
| Larry D. Burks, Township Administrator | |

| |
|--|
| Motion: |
| Motion to approve Statutory Resolution 02-2023 restating the terms of Resolution 22-2015, which revised the fund entitled “West Chester Connections Fund”; and, renaming the Connections Fund to the “West Chester Parks Fund” |

| |
|---|
| Background: |
| <p>On April 24, 2007, West Chester Township Board of Trustees established the “WEST CHESTER CONNECTIONS FUND" by adopting Resolution 20-2007 under Section 5705.12 of the Ohio Revised Code to account for all revenues and expenditures generated by access to recycling rebate funding.</p> <p>On September 22, 2015, West Chester Township Board of Trustees passed Statutory Resolution 22-2015 which revised and restated the distribution of revenues in the West Chester Connections Fund, approving the allocation of all revenues collected from access to the recycling rebate program to projects that promote endeavors of the West Chester Connections Plan. Unfortunately, recycling rebate program funds are no longer received and remaining funds in the West Chester Connections Fund are limited in scope and capability.</p> <p>Knowing that West Chester parks not within a TIF District have limited funding for planning, maintenance and improvements, Administration feels it is important to rename the West Chester Connections Fund to the West Chester Parks Fund, and recommends dedicating all remaining recycling rebate program funds to West Chester Township parks planning, improvements and amenities.</p> |

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

RESOLUTION NO. 02-2023

Statutory Resolution restating the terms of Resolution 22-2015, which revised the fund entitled “West Chester Connections Fund”; and renaming the Connections Fund to the “West Chester Parks Fund”

WHEREAS, on April. 24, 2007, the West Chester Township Board of Trustees established the “West Chester Connection Fund” by adopting Resolution No. 20-2007 under Section 5705.12 of the Ohio Revised Code to account for all revenues and expenditures generated by the access to recycling rebate funding; and,

WHEREAS, on September 22, 2015, the West Chester Township Board of Trustees passed Statutory Resolution 22-2015, which revised and restated the distribution of revenues in the West Chester Connections Fund, approving the allocation of all revenues collected from the access to recycling rebate program to projects that promote the endeavors of the West Chester Connections Plan; and,

WHEREAS, recycling rebate program funds are no longer received, and remaining funds in the West Chester Connections Fund are limited in scope and capability; and,

WHEREAS, West Chester Parks located outside of designated TIF Districts have limited funding for planning, maintenance, and improvements.

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

SECTION 1. Rename the West Chester Connections Fund to the West Chester Parks Fund.

SECTION 2. Dedicate all remaining recycling rebate program funds to planning, improving, and maintaining West Chester Township parks.

Adopted this 24 *day of January* _____ *2023.*

Ann Becker, Chair Yes/No

ATTEST: _____
Lee Wong, Vice Chair Yes/No

Bruce Jones, Fiscal Officer _____
Mark Welch, Trustee Yes/No

APPROVED AS TO FORM:

Donald L. Crain, Law Director

AGENDA ITEM COVER SHEET

| | |
|---|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Business Item |
| Submitted By: | |
| Colonel Joel M. Herzog, Chief of Police | |

| |
|---|
| Motion: |
| Motion not to object to a new D1 liquor permit for WNB Factory OH CN02 LLC dba WNB Factory, 9037 Union Centre Boulevard Ste D |

| |
|--------------------|
| Background: |
| |

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

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
8608 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43088-9005
(614)844-2380 FAX(614)844-3160

TO

| | | | | |
|---------------|-----|----------------|--------|---|
| 2598918 | | NEW | | WNB FACTORY OH CN02 LLC DBA WNB FACTORY 9037 UNION CENTRE BLVD STE D WEST CHESTER TWP WEST CHESTER OH 45069 |
| PERMIT NUMBER | | TYPE | | |
| 11 18 2022 | | | | |
| ISSUE DATE | | FILING DATE | | |
| D1 | | PERMIT CLASSES | | |
| 09 | 948 | A | D61174 | |
| TAX DISTRICT | | RECEIPT NO. | | |

FROM

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

MAILED 01/05/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/05/2023

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 _____

(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>1/10/23</u> | | Report date: <u>1/13/23</u> |
| <u>2598918</u> Liquor Permit Number | <u>NEW</u> Type of Permit Requested | |
| Applicant 1: <u>Jason Kang</u> Name <u>8313 Vicksburg Dr</u> Address <u>Cin. OH. 45249</u> City, State, Zip Code | Local law enforcement history: No local history. | |
| Applicant 1: <u>Joseph Kang</u> Name <u>5848 Charteroak Dr.</u> Address <u>Cin. OH. 45236</u> City, State, Zip Code | Local law enforcement history: No local history. | |
| 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: **WNB Factory at 9037 Union Centre Blvd is located near the southwest corner of Union Centre Blvd. and West Chester Rd. It is situated in a small multi-business plaza.**

Diagram/Map attached: Yes

Description of projected business operation: **WNB Factory is a franchised restaurant chain serving wings and burgers. Pending application approval WNB Factory will offer beer for sale to its 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 suspected impact on the surrounding area.**

Investigator's narrative: **On January 18, 2023 I called and spoke with Joseph one of WNB Factory owners and one of the liquor permit applicants. He was polite and forthcoming with information. He explained the business model of WNB and is hopeful to be able to serve beer with their menu. He said this building is leased and is under contract. The square footage is roughly 2000 sq. ft. He did not know the maximum occupancy. He said he employs 12 individuals, two of which are high school aged but will not handle the alcohol. Their hours are Mon-Friday 11:00am-9:30pm, Saturday 11:00am-10:00pm, and Sundays 11:00am-9:00pm. He does not anticipate any issues for the surrounding area. There are no public institutions within 500 feet. Joseph says that he does have another restaurant in Northern Kentucky. He currently does possess one other Ohio liquor permit but it is in the process to be transferred to a new owner.**

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 D1 (Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am) liquor permit.

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


 Investigator Name/ ID#

§ 4303.292. Grounds for refusal to issue, transfer or renew permit

(A) The division of liquor control may refuse to issue, transfer the ownership of, or renew, and shall refuse to transfer the location of any retail permit issued under this chapter if it finds:

(1) That the applicant, any partner, member, officer, director, or manager thereof, or any shareholder owning ten per cent or more of its capital stock:

(a) Has been convicted at any time of a crime which relates to fitness to operate a liquor establishment;

(b) Has operated liquor permit businesses in a manner that demonstrates a disregard for the laws, regulations, or local ordinances of this state or any other state;

(c) Has misrepresented a material fact in applying to the division for a permit;

(d) Is in the habit of using alcoholic beverages or dangerous drugs to excess, or is addicted to the use of narcotics.

(2) That the place for which the permit is sought:

(a) Does not conform to the building, safety, or health requirements of the governing body of the county or municipality in which the place is located. As used in division (A)(2)(a) of this section, "building, safety, or health requirements" does not include local zoning ordinances. The validity of local zoning regulations shall not be affected by this section.

(b) Is so constructed or arranged that law enforcement officers and duly authorized agents of the division are prevented from reasonable access to rooms within which beer or intoxicating liquor is to be sold or consumed.

(c) Is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace, or good order would result from the issuance, renewal, transfer of location, or transfer of ownership of the permit and operation thereunder by the applicant.

(d) Has been declared a nuisance pursuant to Chapter 3767. of the Revised Code since the time of the most recent issuance, renewal, or transfer of ownership or location of the liquor permit.

(B) The division of liquor control may refuse to issue or transfer the ownership of, and shall refuse to transfer the location of any retail permit issued under this chapter if it finds:

(1) That the place for which the permit is sought is so situated with respect to any school, church, library, public playground, or hospital that the operation of the liquor establishment will substantially and adversely affect or interfere with the normal, orderly conduct of the affairs of those facilities or institutions.

(2) That the number of permits already existent in the neighborhood is such that the issuance or transfer of location of a permit would be detrimental to and substantially interfere with the morals, safety, or welfare of the public, and, in reaching a conclusion in this respect, the division shall consider, in light of the purposes of Chapters 4301., 4303., and 4399. of the Revised Code, the character and population of the neighborhood, the number and location of similar permits in

the neighborhood, the number and location of all other permits in the neighborhood, and the effect the issuance or transfer of location of a permit would have on the neighborhood.

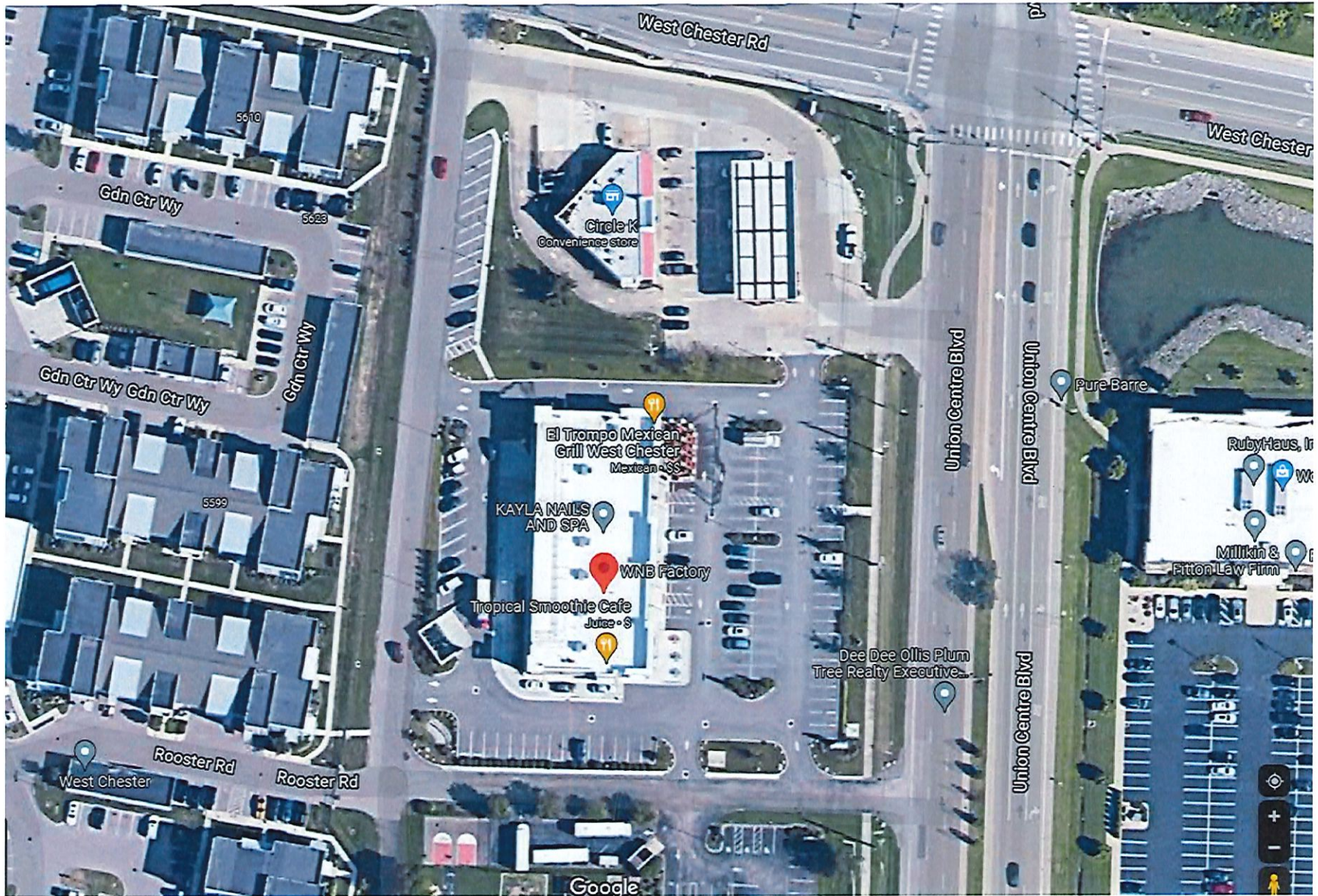
(C) The division of liquor control shall not transfer the location or transfer the ownership and location of a permit under division (B)(3)(b) of section 4303.29 of the Revised Code unless the permit is transferred to an economic development project.

(D) The division of liquor control shall refuse to issue, renew, transfer the ownership of, or transfer the location of a retail permit under this chapter if the applicant is or has been convicted of a violation of division (C)(1) of section 2913.46 of the Revised Code.

(E) The division of liquor control shall refuse to transfer the ownership of or transfer the location of a retail permit under this chapter while criminal proceedings are pending against the holder of the permit for a violation of division (C)(1) of section 2913.46 of the Revised Code. The department of job and family services shall notify the division of liquor control whenever criminal proceedings have commenced for a violation of division (C)(1) of section 2913.46 of the Revised Code.

(F) The division shall refuse to issue, renew, or transfer the ownership or location of a retail permit under this chapter if the applicant has been found to be maintaining a nuisance under section 3767.05 of the Revised Code at the premises for which the issuance, renewal, or transfer of ownership or location of the retail permit is sought.

WNB Factory, 9037 Union Centre Blvd. West Chester, OH. 45069



WNB Factory, 9037 Union Centre Blvd. West Chester, OH. 45069



AGENDA ITEM COVER SHEET

| | |
|---|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Business Item |
| Submitted By: | |
| Colonel Joel M. Herzog, Chief of Police | |

| |
|--|
| Motion: |
| Motion to apply for Firehouse Subs Public Safety Foundation Grant; and, authorize Township Administrator to accept said grant if awarded |

| |
|--|
| Background: |
| <p>The Police Department is requesting approval to apply for the Firehouse Subs Public Safety Foundation Grant during the 2023 grant period. This grant is aimed at providing life-saving equipment to first responders. Grants are normally \$15,000 to \$35,000.</p> <p>If approved, the Police Department would apply to use the funds to purchase specialized breaching tools that would allow officers to gain rapid access to locked commercial strength doors and other fortified structures in high-threat situations such as active shooters and search warrants.</p> |

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

The Portal is closed. Please scroll down to the **Application Limit Exceeded** information below for more details.



[GRANT APPLICATION FAQs](#)

[APPLICATION CHECKLIST](#)

[START AN APPLICATION](#)

[SIGN IN](#)

Welcome to
**Firehouse Subs
Public Safety Foundation**
grant application.

Before you Begin: Please thoroughly review our [grant applicant FAQs](#) and [sample grant application and sample application checklist](#).

IMPORTANT: A maximum of 600 grant applications will be accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter. Please apply early in order to secure your request.

Application Limit Exceeded: A maximum of 600 submitted grant applications are accepted on a quarterly basis. The maximum number of applications has been met and the site will be closed for the remainder of the quarter. The next grant application cycle will begin on April 6, 2023.

Grant award notices for the Q2 '23 grant cycle will be emailed to all applicants prior to April 6, 2023.

AGENDA ITEM COVER SHEET

| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Business Item |
| Submitted By: | |
| Arun Hindupur, Director of Public Works/Community Services | |

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| Motion: |
| Motion to approve rental agreement between West Chester Township Board of Trustees and Fussball Club Cincinnati LLC for a recreational-level youth soccer camp at Beckett Park; and, authorize Township Administrator to make non-substantive changes with Law Director approval |

| |
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| Background: |
| FC Cincinnati conducts recreational-level youth soccer camps in the greater Cincinnati area. They would like to host a soccer camp at the soccer fields in Beckett Park during the week of June 12-June 16, 2023. The camp would operate between 9:00 am to 4:00 pm. |

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

YOUTH CAMP LOCATION RENTAL AGREEMENT

This Youth Camp Location Agreement (“**Agreement**”) is made effective as of this 24th day of January, 2023 (“**Effective Date**”), by and among Fussball Club Cincinnati, LLC, an Ohio limited liability company (“**FC Cincinnati**”) and West Chester Township (“**Licensor**”). FC Cincinnati and Licensor are each referred to individuals in this Agreement as a “**Party**” and collectively, as the “**Parties.**”

RECITALS:

- A. Licensor owns and operates soccer facilities.
- B. FC Cincinnati desires to conduct recreational-level youth camps.
- C. The Parties desire to enter into a mutual youth camp location rental agreement, whereby Licensor shall provide FC Cincinnati with the right to use its soccer facilities for its youth camps.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FC Cincinnati and Licensor agree as follows:

1. Right to Use Facilities. Licensor hereby grants to FC Cincinnati a license to occupy and use, subject to all of the terms and conditions herein stated: one soccer field, soccer goals, restrooms, parking, Beckett Park picnic shelter for use during the lunch break, and the Baseball Complex pavilion in case of inclement weather (“**Premises**”). Licensor will provide access to two soccer fields, if registration exceeds one hundred participants. FC Cincinnati accepts Premises in “as is” condition, except that Licensor will cut the grass, paint the goals, and line the field(s) before the camp is scheduled to begin.
2. Term. FC Cincinnati agrees to occupy and use the Premises for the period commencing on June 12, 2023 and ending on June 16, 2023 (“**Term**”), unless sooner terminated by either Party.
3. Compensation. In exchange for use of the Premises, FC Cincinnati shall compensate Licensor an amount equal to \$2,000.00
4. Rules and Regulations.
 - a. FC Cincinnati shall at all times observe and comply with all laws, ordinances, rules, regulations, and code requirements, as well as secure all applicable or necessary permits and licenses.
 - b. FC Cincinnati shall at all times during its use of the Premises provide sufficient supervision and maintain adequate control of its employees, guests, and invitees.
 - c. No unlawful activities shall be permitted in the use of the Premises.
 - d. FC Cincinnati agrees not to harm the Premises; nor commit waste; nor create any nuisance; nor do any act tending to injure the reputation of Licensor and shall abide by all rules and regulations established by the Licensor.
5. Assignment. This Agreement and the grant of the license are personal to the Parties and may not be transferred or assigned.
6. Representations and Warranties. Notwithstanding anything contained herein, Licensor will provide the Premises in a good state of repair and in compliance with all applicable laws, regulations and health and safety and other applicable codes and regulations, and the Licensor shall maintain all building-related permits required for the day-to-day operation of the Premises.
7. Liability. FC Cincinnati’s liability for damages to the Premises shall be limited to the actual and documented cost of repairing any damage caused by any act or omission of FC Cincinnati or its employees or contractors. In no event shall FC Cincinnati be liable for any pre-existing

conditions; repairs or damage occurring as a result of any other event at the Premises; any damages caused by the acts or omissions of Licensor or its employees, agents or contractors; or any repairs or damage not identified.

8. Termination. This Agreement may be terminated only upon 60 days written notice, which notice shall be delivered both electronically and in hard copy to the signatories to this Agreement.
9. Confidentiality. All non-public, confidential or proprietary information of any Party (the "**Disclosing Party**"), including, but not limited to, specifications, designs, plans, drawings, documents, data, business operations, Licensor lists, pricing, discounts or rebates, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential ("**Confidential Information**"). During the Term and for a period of two (2) years thereafter, unless otherwise agreed, the recipient of the Confidential Information (a "**Receiving Party**") agrees to hold and maintain the terms of this Agreement and the Confidential Information in confidence, and shall not, without the prior consent of the Disclosing Party, disclose any part or portion thereof to any third party except to its officers, directors, employees, members, representatives, agents, attorneys, auditors, financial lenders, regulators, consultants, rating agencies, insurance representatives, affiliates and related entities who have a need to know that portion of the Confidential Information, or as otherwise set forth below. At a minimum, such efforts to keep such information confidential shall be fully commensurate with those that the Receiving Party employs for the protection of its own like confidential information, but no less than a reasonable degree of care. Upon the Disclosing Party's request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. Upon the Disclosing Party's request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. This Section shall not apply to information (other than Program Data) that is: (a) in the public domain not in violation of this Agreement; (b) known to the Receiving Party at the time of disclosure; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (d) to the extent that the disclosure of such Confidential Information is required by Ohio law, or has been ordered by a court or other authority of competent jurisdiction or pursuant to a proper order of a governmental or administrative agency having jurisdiction over the Receiving Party, but provided the Receiving Party shall disclose such Confidential Information in response to such order only to the extent minimally necessary to comply therewith
10. Insurance. Each Party warrants and represents that it has, or will secure, prior to the commencement of the Term and will maintain during the Term:
 - a. Commercial General Liability Insurance from an Insurance Company with an A.M. Best Rating of A- or better and size X or greater, with limits no less than \$1,000,000 per Occurrence and \$1,000,000 General Aggregate; and
 - b. Commercial Automobile Liability Insurance \$1,000,000 limits; and
 - c. Statutory Workers Compensation; and
 - d. Employers Liability of \$1,000,000; and
 - e. Commercial Umbrella Liability insurance of no less than \$5,000,000 supplementing the General, Automobile and Employers Liability coverages within this limit.
11. Force Majeure. In the event that the Premises or any portion thereof is destroyed or materially damaged so as to prevent the camp from taking place, or performance by a party is otherwise rendered impossible or impracticable because of a Force Majeure (as herein defined), then this Agreement will terminate or, if applicable, performance of this Agreement will be temporarily postponed or suspended. For purposes of this Agreement, "Force Majeure" means, without

limitation, Acts of God, dangerous weather conditions, medical emergency or pandemic materially affecting the operation of the Premises, declaration of state of emergency, national emergency, acts of war, acts of terrorism, civil disorder, natural disaster, operation of law, or other causes beyond the reasonable control of the party claiming Force Majeure. Each Party hereby waives any claim against the other for damages or compensation by reason of such termination, postponement or suspension.

12. Indemnification. FC Cincinnati shall indemnify and hold Licensor, their employees, agents, volunteers, and sponsors harmless from and against any and all judgments, losses, obligations, expenses, costs, amounts paid in settlement, damages and liabilities arising from the criminal or intentional acts of FC Cincinnati. Under no circumstances shall FC Cincinnati be held liable for any special, indirect, consequential, anticipated or lost profits, loss of time, exemplary, incidental, punitive damages, or any other similar losses, however caused, known or unknown, anticipated or unanticipated. FC Cincinnati and Licensor acknowledge and agree that these limitations on potential damages are an essential element of this agreement.
13. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.
15. Entire Agreement. This Agreement contains the entire agreement between the Parties and all of the terms and conditions to which the Parties have agreed. This Agreement supersedes all prior oral or written agreements or understandings concerning the subject matter described in this Agreement. No agreement shall be effective to add to, change, modify, waiver or discharge this Agreement in whole or part, unless such agreement is in writing and signed by all of the Parties to this Agreement.
16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, County of Butler, without regard to its conflicts of laws principles.
17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. The facsimile and/or electronic transmission of any signed documents including this Agreement shall be the same as delivery of an original.

IN WITNESS WHEREOF, FC Cincinnati and Licensor (by their duly authorized officers) have executed this Youth Camp Location Rental Agreement as of the Effective Date above.

FUSSBALL CLUB CINCINNATI, LLC

LICENSOR

By: _____

Its: _____

By: _____

Its: _____

AGENDA ITEM COVER SHEET

| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Business Item |
| Submitted By: | |
| Arun Hindupur, Director of Public Works/Community Services | |

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| Motion: |
| Motion to approve Statutory Resolution 01-2023 affirming obligation for West Chester Township’s share of Butler County Engineer’s Beckett Road and Tylersville Road Roundabout Project (CIP# 1739) |

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| Background: |
| <p>The Butler County Engineer’s Office (BCEO) plans to improve the Beckett Road and Tylersville Road intersection with a roundabout.</p> <p>The Community Services Department requests the Trustees approve the attached Statutory Resolution 01-2023 authorizing West Chester Township’s share of Beckett Road and Tylersville Road Roundabout Project.</p> |

| | | | | |
|----------------|------------------------|----------|---------------------------|--------|
| Finance | Budgeted Item: | Yes; CIP | | |
| | CIP #: | 1736 | | |
| | TIF Info: | | | |
| | Purchase Order: | | Total Encumbrance: | \$.00 |

RESOLUTION NO. 01-2023

Statutory Resolution affirming obligation for West Chester Township’s share of the Butler County Engineer’s Beckett Road and Tylersville Road Roundabout Project

WHEREAS, the Butler County Engineer is improving the intersection of Beckett Road and Tylersville Road in a TIF eligible area.

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

SECTION 1. Authorize West Chester Township’s participation in the Butler County Engineer’s Office Beckett Road and Tylersville Road Roundabout Project; and,

SECTION 2. Authorize the Butler County Engineer to act on behalf of West Chester Township and to manage a contractor per the contract specifications; and,

SECTION 3. Authorize the expenditure from TIF in 2023 of \$2,000,000 for West Chester Township’s share of the cost for intersection improvement; and,

SECTION 4. Authorize the Township Fiscal Officer to pay the invoice when the contract has been completed.

Adopted this 24 *day of* January , 2023.

| | | |
|--------------------------------------|-------------------------------|-----------------|
| | _____ Ann Becker, Chair | _____ Yes/No |
| ATTEST: | _____ Lee Wong, Vice Chair | _____ Yes/No |
| _____ Bruce Jones, Fiscal Officer | _____ Mark Welch, Trustee | _____ Yes/No |

APPROVED AS TO FORM:

Donald L. Crain, Law Director

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| January 24, 2023 | Resolution Item |
| Submitted By: | |
| Aaron Wiegand, Director of Community Development | |

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| Motion: |
| Motion to approve Resolution 03-2023 approving Zoning Map Amendment and Preliminary Development Plan for Case #ZMA05-22 – Lyons Property |

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| Background: |
| (To be read at public hearing) |
| The following case is scheduled for a 6:00 p.m. Public Hearing and 1st Reading on January 24, 2023: |
| <ul style="list-style-type: none"> Case #ZMA05-22 Lyons Property |
| The applicant is requesting approval for a Zoning Map Amendment from R-1A (Suburban Residence District) & B-2 (General Business District) to SP-PUD (Special Purpose Planned Unit Development) and a Preliminary Development Plan for mixed-use, including single-family and multi-family dwellings, commercial, and institutional use on 128.2 acres located at 8470 Lesourdsville West Chester Road. |

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

RESOLUTION NO. 03-2023

Resolution approving Zoning Map Amendment from R-1A (Suburban Residence District) and B-2 (General Business District) to SP-PUD (Special Purpose Planned Unit Development) and Preliminary Development Plan for Case #ZMA05-22 – Lyons Property

WHEREAS, on November 21, 2022, Neyer Properties, Inc. submitted an application requesting a Zoning Map Amendment from R-1A (Suburban Residence District) and B-2 (General Business District) to SP-PUD (Special Purpose Planned Unit Development District) and a Preliminary Development Plan for 134 single-family residential lots, 428 multi-family residential units, and 198,000 square feet of commercial use, totaling approximately 128.14 acres;

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

WHEREAS, on January 10, 2023, the Butler County Planning Commission conducted a public hearing for the aforesaid application and recommended approval of the aforesaid application; and,

WHEREAS, by advertisement, a public hearing for the aforesaid application was conducted before the West Chester Township Board of Trustees on January 24, 2023, as applied for by Neyer Properties, Inc; 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. The residential permitted uses shall be subject to the Preliminary Development Plan (PDP) approval. Residential density shall not exceed the PDP approval, and final density shall be subject to the Final Development Plan (FDP) approval.

- *Detached, single-family dwellings, and Multi-family dwellings unit buildings (age restricted & not age restricted).*

SECTION 2. The commercial permitted uses shall only include the following principally permitted uses of the West Chester Township Zoning Resolution's (WCTZR) O-1, O-2, B-1, and B-2 Districts, Articles 18.021, 18.027, 19.022, 19.026, 19.028 (excluding hospitals), and 21.027.

- *Professional offices, Research facilities, Art galleries and design studios, Medical offices, and Schools and universities (public and private).*

SECTION 3. The permitted and conditional uses of the WCTZR, Articles 18.022, 18.023, 21.022, 21.023, 21.024, 21.028, and 21.032 shall only be permitted on the commercial lots at the discretion of the West Chester Township (WCT) Zoning Commission on a case by case basis at the FDP stage.

- *Banks, Daycare centers, Convenience businesses, Personal service businesses, Restaurants, Fast-casual restaurants (excluding drive-through), Private clubs or lodges, and Outdoor dining areas.*

SECTION 4. A Traffic Impact Study (TIS) shall be approved prior to all subsequent FDP approvals. All recommendations of the approved TIS and requirements of the Butler County Engineer's Office (BCEO), in coordination with WCT, shall be incorporated into each corresponding FDP to the extent said requirements are necessary as a result of traffic generated by the subject site.

SECTION 5. The applicant shall coordinate with the West Chester Township Fire Department (WCTFD) prior to submission of the FDP in regard to preliminary review comments and all other applicable fire code requirements, to specifically include the following:

- a) All two-way streets will need to be a minimum of 26 feet in width;
- b) All streets shall be a minimum of 24 feet in width;
- c) The streets signs must be installed once construction begins; all streets must be posted "No Parking – Fire Lane" on both sides if less than 26 feet wide, on one side if between 26 and 32 feet in width;
- d) Fire hydrant locations will need to be illustrated and approved at the FDP stage and posted "No Parking – Fire Lane" on hydrant side of road;
- e) All roadways must meet safety service vehicle turning radius requirements;
- f) The street names will need to be submitted for approval at the FDP or permitting stage;
- g) All exterior portions of the buildings shall be within 150 feet of a fire department access road; and
- h) Building design will indicate requirement for sprinkler system.

SECTION 6. Detailed grading plans, including a geotechnical study of the soils, and stormwater drainage plans and calculations shall be provided at the FDP stage and shall meet all OEPA, BCSWCD, BCEO, and WCT requirements prior to the issuance of a zoning certificate.

SECTION 7. All water and sanitary sewer main installation upgrades and sanitary lateral plans shall be coordinated with the Butler County Water and Sewer Department (BCWSD) and meet all requirements prior to the issuance of a zoning certificate.

SECTION 8. All eleven (11) foot wide alleyways shall be posted as one-way streets.

SECTION 9. Streetscape section drawings shall be provided at each FDP stage, which shall utilize key elements varying by street types, such as vehicular circulation, on-street parking, sidewalks, street trees, ornamental banner poles, lighting, benches, etc.

SECTION 10. A six (6) foot-wide, concrete or asphalt multi-purpose path shall be illustrated on a subsequent FDP, at the discretion of WCT, which extends from the existing sidewalk along Lyonhill Drive to the existing sidewalk along either West Chester-Lesourdsville Road or Cincinnati-Dayton Road. The portions of the path that are located in public right-of-way shall be coordinated with the ODOT, BCEO, and WCT in order to meet public standards and establish maintenance agreements.

SECTION 11. The parking ratios shall only be approved at the FDP stage. A parking matrix, including all previous approvals with the proposed ratio, shall be provided for each FDP. The parking matrix shall designate how each site is utilizing off-street, on-street, and/or off-site shared parking spaces. Additionally, a legal shared parking agreement shall be established within the overall Declaration, REA, or some other legal document prior to any FDP.

SECTION 12. Any requirements for additional off-site, shared parking area construction shall be at the discretion of the WCT Zoning Commission at any FDP stage.

SECTION 13. The amount of open space shall only be approved at the FDP stage. The percentage of open space for the overall PUD site shall be noted on the initial FDP, and the percentage of open space shall be noted for each subsequent FDP site.

SECTION 14. All pedestrian connections shall be approved at the FDP stage, as required by the WCT staff.

SECTION 15. A six (6) foot-wide, public-use easement shall be illustrated along the extent of any portion of the multi-purpose path that is located within private property and shall be recorded on the final plat, as required by Butler County.

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

SECTION 17. Building setbacks shall be approved at the FDP stage.

SECTION 18. Detailed building elevations shall be provided at the FDP stage, which shall reflect a minimum of 50% high-quality exterior building materials. As required by the West Chester Community Development Department (WCTCDD) staff, colored elevations for all sides of the buildings shall be provided, and the specific exterior building materials shall clearly be labeled on the plan.

SECTION 19. In regard to multi-family residential development, specific interior finish details and individual unit amenities shall be provided at the FDP stage. Such interior finish

details and amenities may include, but shall not be limited to, granite countertops throughout, tile bathrooms, crown molding, washer/dryer connections, high-speed internet, etc.

SECTION 20. In regard to multi-family residential development, the percentages of the unit mix (i.e., one, two, or three bedroom) shall be provided at the FDP stage.

SECTION 21. In regard to all residential development, detailed plans and descriptions of any common/ public exterior amenities and elements shall be provided at each FDP stage.

SECTION 22. In regard to all residential development, detailed floor plans shall be provided at the FDP stage.

SECTION 23. Outdoor seating area plans shall be provided at any FDP stage. A minimum of four (4) feet shall be maintained between the back of street curb and the seating area to ensure adequate pedestrian circulation.

SECTION 24. Any dumpster locations, dumpster enclosure, and/or compaction building locations and details shall be provided at each FDP stage. The enclosures shall be pursuant to the WCTZR, Articles 10.031 and 20.043. The enclosure(s) shall be consistent with the high-quality masonry building materials of the principle building. Dumpster enclosures shall not be located along the public frontages and in a manner to reduce detrimental impacts to residents.

SECTION 25. All light locations, light fixture details, and photometric analysis shall be provided at each FDP stage to ensure a consistent design that minimizes glare and light spillover and meets the WCTZR, Article 10.28.

SECTION 26. A detailed landscaping plan shall be provided at the FDP stage, which consists of adequate landscape screening of any building perimeters; trash collection areas; throughout any open space areas/ recreational areas; streetscape details; and ground sign perimeter landscaping details.

SECTION 27. Any residential development identification sign shall be illustrated on the FDP with setback dimensions. All signage details in regard to height, area, illumination, colors, and materials shall be provided at the FDP stage.

SECTION 28. Any signage shall only be approved at the FDP stage.

SECTION 29. The Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (DCCRRE) for the designated developments, to include any Reciprocal Easement Agreement (REA), Property Owners' Association (POA), and Homeowners' Association (HOA), shall be submitted the WCT staff for approval at the FDP stage.

SECTION 30. A temporary construction road and vehicle staging area shall be illustrated on each 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 _____, 2023.

| | |
|----------------------------|-----------------|
| _____ Ann Becker, Chair | _____ Yes/No |
|----------------------------|-----------------|

| | |
|-------------------------------|-----------------|
| _____ Lee Wong, Vice Chair | _____ Yes/No |
|-------------------------------|-----------------|

ATTEST:

| | |
|---------------------|-----------------|
| _____ Mark Welch | _____ Yes/No |
|---------------------|-----------------|

Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:

Donald L. Crain, Law Director

PROPOSED



WCT Board of Trustees Staff Report

January 24, 2023

**CASE NO. ZMA 05-22
LYONS PROPERTY**

REQUEST: Zoning Map Amendment - District Reclassification

FROM: R-1A & B-2 (Suburban Residence & General Business Districts)

TO: SP-PUD (Special Purpose Planned Unit Development District)

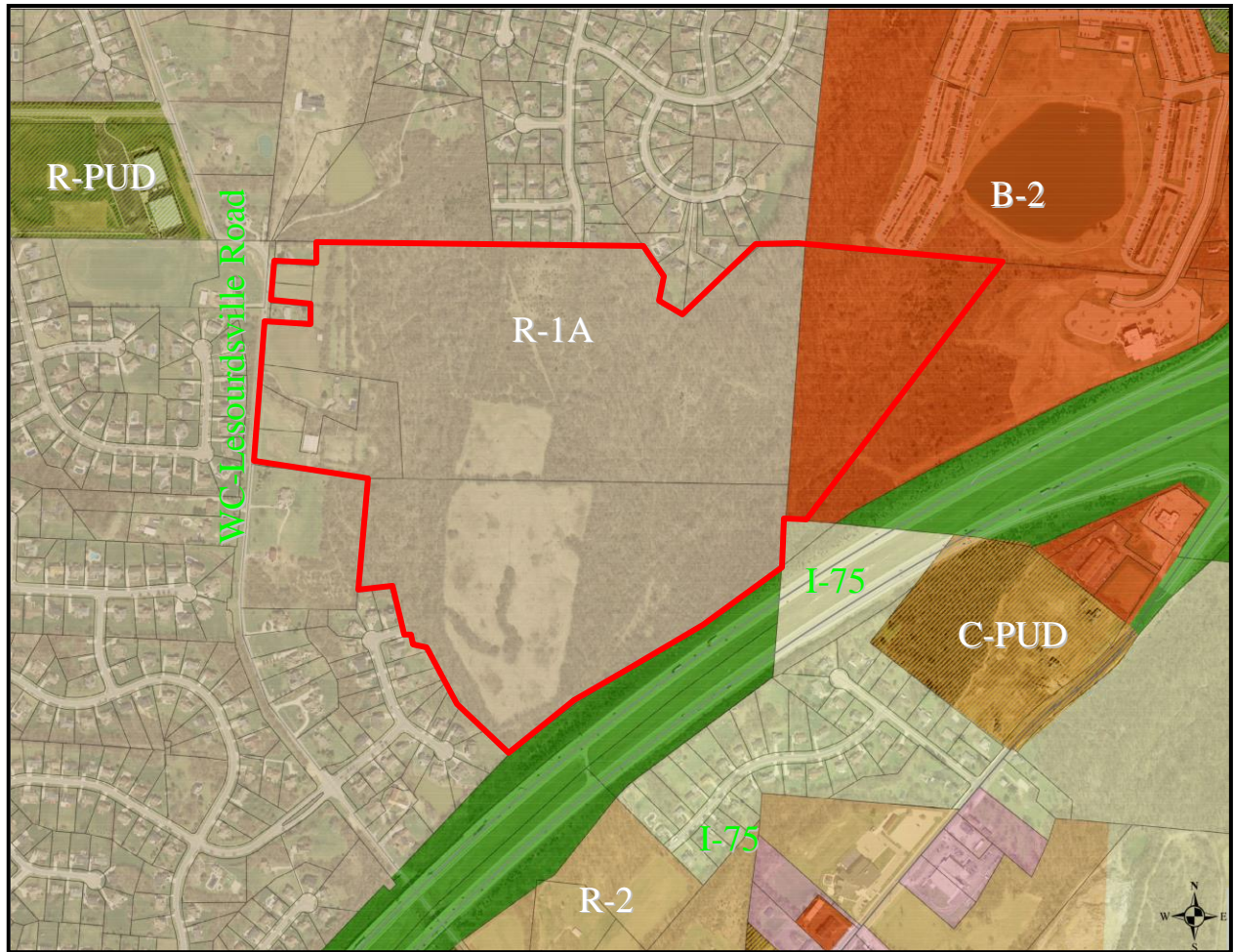
PROPERTY OWNER: Robert Hagen Lyons, Suc. Trust

APPLICANT: Neyer Properties, Inc.

LOCATION: The site is located along the north side of I-75, between West Chester-Lesourdsville Road and Cincinnati-Dayton Road. (Parcels M5620138000002, 003, M5610028000080, 82, 57, 001, 003, and M5610023000051 - Sections 28 & 23, Town 3, Range 2)

SITE DESCRIPTION: The site consists of 128.14 acres. The site is characterized as sloping from north to south, including multiple ridges and valleys oriented the same direction, which mostly consists of heavy vegetation and approximately 1/4 of the site consisting of open field.

CURRENT ZONING:

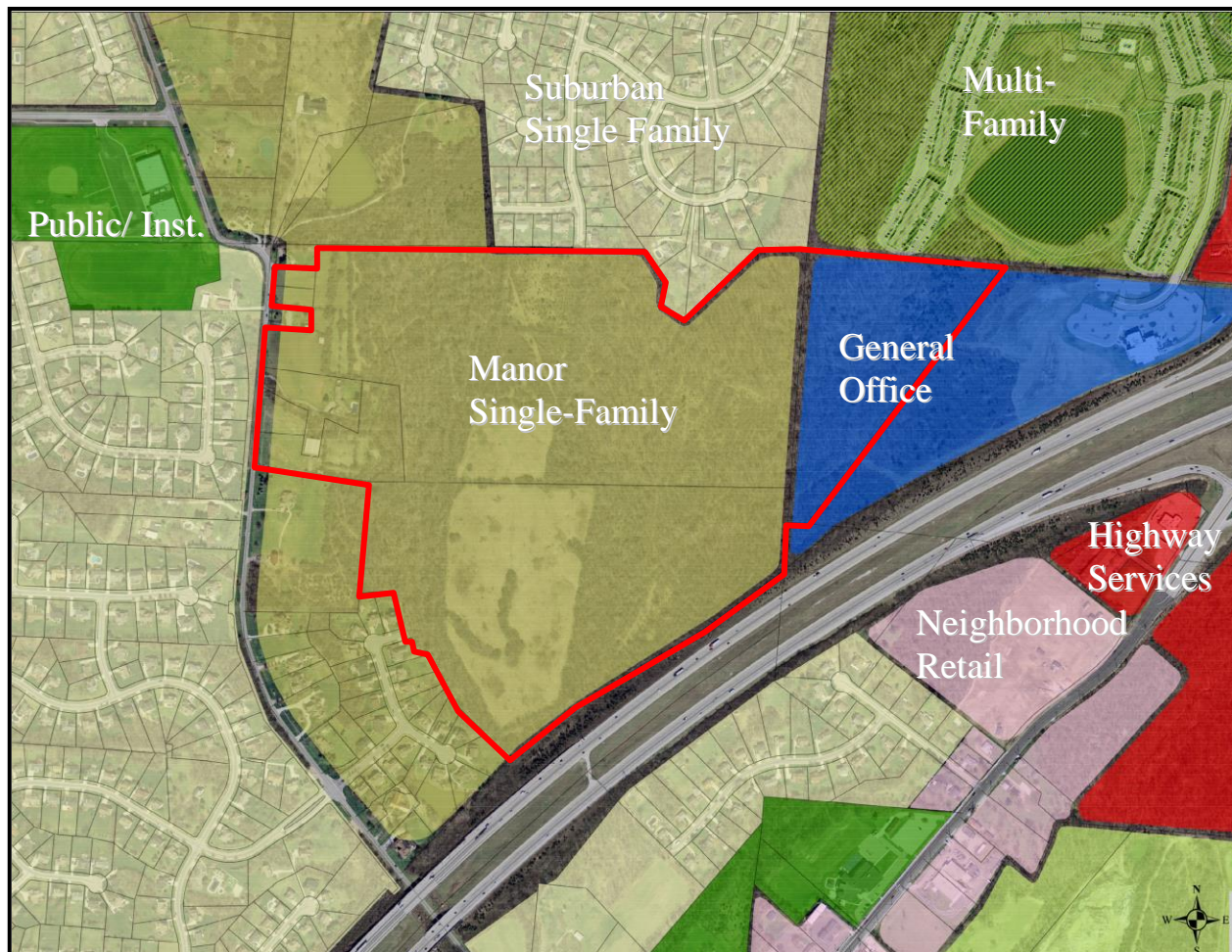


SURROUNDING CONDITIONS:

Existing Zoning

| | | |
|--------|-----------|--|
| North: | R-1A | Suburban Residence District |
| East: | B-2 | General Business District |
| South: | R-2/ R-1A | Suburban & Single-Family Residence Districts |
| West: | R-1A | Suburban Residence District |

Proposed Land Use Map:



The West Chester Township Comprehensive Land Use Plan (CLUP) proposes Manor Single-Family and General Office as the adopted land use recommendations for the subject site.

- **Manor Single-Family** - “Low-density, detached single-family housing.”
- **General Office** - “Professional office and service uses and related compatible uses that do not offer retail sales as a principle use.”

**APPLICANT'S
PROPOSAL:**

Site phasing has been designated to occur between 2023 and beyond 2026. The development will include 134 single-family residential lots, 428 multi-family units (16 units/ acre), and 198,000 square feet of commercial office use totaling 128.14 acres, to include an overall 52% open space.

**STAFF
CONSIDERATIONS:**

The 2004 and 2013 Comprehensive Land Use Plan (CLUP) recommended the site as the Manor Single-Family and General Office land use classifications. The applicant has stated they would like the Township to reconsider the site as a Planned/ Community Mixed Use classification, which they feel would currently be more appropriate.

The applicant has provided a preliminary site plan illustrating access points, utilities connections, stormwater management, internal circulation, site layout, density and intensity of uses. The applicant is providing a transition of housing types from the suburban residential character of the west portion to the commercial character of the east portion of the site. The applicant has stated current market trends show interest in walkable, mixed-use areas. Conversely, the current residential market has demonstrated ever increasing demand for new homes. Additionally, the commercial portion of the site is proposed to be compatible and corresponding to the adjacent institutional use.

The Land Use Planning Committee (LUPC) held a public hearing on September 6th in order to consider amendments to the 2013 recommendation, to include the subject site of the existing Manor Single-Family and General Office land use classifications being amended to the Planned/ Community Mixed Use land use classification.

- **Planned/ Community Mixed Use** - “Moderate density residential with integrated recreational and commercial uses, with the commercial having a community market and pedestrian access.”

General Location and Development Characteristics:

- Large sites, general five acres or more;
- Development as mixed use Planned Unit Development; and
- Densities consistent with surrounding development per PUD plan.

In regard to the compatibility with the proposed Planned/ Community Mixed Use classification, the proposed site is consistent with the recommendations for a large, planned, walkable, mixed-use site. Although not served by a community market within the site, the site and surrounding neighborhoods would now be better connected to the Cincinnati-Dayton road commercial corridor and the markets allocated along the corridor. Furthermore, the development characteristics recommend a more suburban, moderate density, which is typically determined to be between seven (7) and ten (10) units per acre. Therefore, consideration should be given for the applicant's proposal of approximately sixteen (16) units per acre on the proposed residential portion of the preliminary plan. Additionally, consideration should be given for the applicant's proposal of owner-occupied, high-quality construction units that would be more suburban in design characteristics given the site location, which would not detract from the urban character of the Township's Downtown/ Regional Center classification.

Hearing the applicable considerations from staff, the LUPC determined an amendment to the Planned Community land use classification would better reflect current and future market trends; thereby, creating better opportunities for the original intent to retain and expand compatible commercial use with the integration of a community-oriented, moderate-density residential development.

In review of the parking ratios, the applicant is requesting a reduction of five-hundred and sixty-seven (567) spaces from what is the typical amount required in total for each use. The most drastic reductions are for the single-family houses and multi-family units. If the Board allowed for a reduction of one (1) space per residential unit the overall request for the parking reduction would total five (5) spaces. While multi-family unit buildings have been granted parking reductions in the past, those cases were given considerations based on the unit floor plans being one, two, or three bedroom plans and surrounding commercial parking areas that could be shared on differing hours of operation. For example, if an adjacent office operated 9am to 5pm and residents could utilize the spaces in the evenings and overnight to supplement the lack of parking on the residential site. Therefore, staff has requested the applicant to propose a unit mix and shared parking agreement that would complement the parking reduction. However, the Board will have to consider whether to restrict those commercial uses that would not be complimentary to a shared parking agreement based on typical hours of operations. Furthermore, since the residential development is scheduled prior to any commercial development, the Board will also have to consider whether commercial parking areas are constructed in conjunction with residential development that would be underserved.

A preliminary Traffic Impact Study (TIS) has been submitted to the Butler County Engineer's Office (BCEO) for review at this time. The BCEO has indicated they will need revisions and more detailed plans for the turn lane improvements along West Chester-Lesourdsville Road. Additionally, if rights-of-way cannot be acquired; the turn lane cannot be constructed; or utilities cannot be relocated at the proposed access way onto WC-Lesourdsville Road, plans for an alternate access point will need to be coordinated. A review of the full TIS will need to be submitted and will require further coordination for approval prior to the FDP stage and the developer will be responsible for any construction improvements outlined in the TIS approval.

The BCEO has further indicated they will need a preliminary drainage report identifying critical storm volumes and volumes necessary for water quality treatment and detention/ retention, in addition to a pre and post-development watershed map of the overall site detention/ retention. Finally, the applicant will need to identify the class of the dam located at 6757 Lakeside Drive (Parcel M5610024000069), which will require an Emergency Action Plan (EAP), downstream hazard map, and an inundation study/ map, which provides the limits of inundation on the proposed plan.

The Butler County Water and Sewer Department (BCWSD) has indicated the sanitary sewer system does not exist for this type of development. The existing capacity will require significant upgrades and modifications in order to accommodate the development.

The Butler County Soil and Water Conservation District has indicated a seventy-five (75) foot buffer will need to be maintained along any blue-lined stream. Additionally, a representative geotechnical study will be required for all residential lots, which may result in further required studies. Finally, the site may contain streams that are regulated waters of the U.S. Army Corps of Engineers, which may require Ohio EPA water quality certifications and full coordination of all Federal, State, and local on-site assessments or other reports with their Department.

The West Chester Fire Department has a number of comments that will need to be addressed at the FDP and permitting stage. Therefore, the applicant will need to coordinate with the Fire Department on items A-J, as stated to the Community Development Department during the FDP review, along with all other applicable fire codes prior to the issuance of a zoning certificate.

The applicant is proposing adequate pedestrian connectivity throughout the site. However, in order to provide alternative transportation that would link residents to commercial corridors, the applicant has agreed to provide a six (6) foot wide, multi-purpose path located along WC-Lesourdsville Road, extending from Lyonhill Drive to Cincinnati-Dayton Road. Therefore, preliminary engineering should be coordinated with ODOT and the BCEO prior to a designated FDP and illustrated on such FDP at that time.

The applicant has not provided any concept drawings of the buildings at this time. Therefore, consideration should be given to require the typical recommendation for all new development, which is a minimum of 50% quality masonry material throughout the building in order to maintain the overall Township character. Furthermore, consideration should be given to require a market study supporting the need for the residential development; detailed descriptions of the interior finishes; a unit-mix description and floor plans that are consistent with the market and parking ratios.

The applicant will need to provide a draft Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (DCCRRE), which establishes a REA, POA, and/or HOA and defines maintenance responsibilities for all common features and easements at the FDP stage.

All other requirements in regard to detailed engineering, building elevations and floor plans, interior amenities, lighting, trash collection, signage, landscaping plans, etc. will be addressed further at the FDP stage.

The Butler County Planning Commission held a public hearing on January 10th and the West Chester Township Zoning Commission held a public hearing on December 19th and both recommended approval with the conditions provided.

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



| | |
|---|---|
| A. APPLICANT INFORMATION NAME: <u>Neyer Properties Inc.</u> PHONE: <u>(513) 699 - 2283</u> ADDRESS: <u>2135 Dana Avenue, Suite 200</u> CITY/ST/ZIP: <u>Cincinnati, Ohio 45207</u> EMAIL: <u>arockel@neyer1.com</u> APPLICANT IS THE: <input type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> OPTIONEE | <div style="border: 2px solid red; padding: 5px; display: inline-block;"> RECEIVED NOV 21 2022 WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT </div> <div style="margin-top: 10px;"> DATE OF APPLICATION <u>ZMA05-22 Lyons Property</u> CASE # </div> |
| B. PROPERTY INFORMATION PROPERTY ADDRESS (IF ANY): <u>8470 Lesourdsville West Chester Rd.</u> CITY/ST/ZIP: <u>West Chester, Ohio 45069</u> SECTION: <u>28</u> TOWN: <u>3</u> RANGE: <u>2</u> PARCEL #: <u>M5610 - 028 - 000 - 001</u> CURRENT USE OF PROPERTY (CHECK ALL THAT APPLY): <input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> OTHER | PAYMENT INFORMATION FEE AMOUNT: \$750.00 RECEIPT #: <u>57789</u> RECEIVED BY: <u>BKW</u> |
| C. PROPERTY ZONING CURRENT ZONING OF PROPERTY: <u>R-1A and B-2</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: _____ | |
| D. PROPERTY OWNER INFORMATION (LIST ALL PARCELS AND PROPERTY OWNERS THAT ARE INCLUDED WITH THIS APPLICATION) 1. PARCEL #: <u>M 5610 - 023 - 000 - 051</u> NAME: <u>Robert Hagen Lyons, SUC Tr.</u> PHONE: () _____ - _____ ADDRESS: <u>8310 Princeton Glendale Rd. West Chester, Ohio 45069</u> 2. PARCEL #: <u>M5610 - 028 - 000 - 001 and -003</u> NAME: <u>Robert Hagen Lyons, SUC Tr.</u> PHONE: () _____ - _____ ADDRESS: <u>8310 Princeton Glendale Rd. West Chester, Ohio 45069</u> 3. PARCEL #: <u>M5610 - 028 - 000 - 057 and -082</u> NAME: <u>Robert Hagen Lyons, SUC Tr.</u> PHONE: () _____ - _____ ADDRESS: <u>8310 Princeton Glendale Rd. West Chester, Ohio 45069</u> 4. PARCEL #: <u>M5620 - 138 - 000 - 002 and -003</u> NAME: <u>Robert Hagen Lyons, SUC Tr.</u> PHONE: () _____ - _____ ADDRESS: <u>8310 Princeton Glendale Rd. West Chester, Ohio 45069</u> | |
| E. DESCRIPTION OF REQUEST <u>Zone change to SP-PUD for a mixed-use development.</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:  Date: 11/21/22
 Printed Name: Adam Ruckel



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 western portion of the site is zoned R-1A and the eastern portion is zoned B-2. We are seeking a zone change to SP-PUD to allow for the flexibility to allow for a medium-density residential development. This change will allow us to develop a product that is currently in short supply and fill a void in the current West Chester market. We have completed a market study which shows a lack of "new urban", smaller lot developments that are highly desirable by a wide range of buyers, from first-time homebuyers and empty nesters. The SP-PUD will also allow for a true mix-used development to accommodate multi-family, senior living, and office.
2. **WHAT IS THE BENEFIT THAT THE NEIGHBORHOOD OR COMMUNITY AS A WHOLE WILL DERIVE FROM THIS ZONE CHANGE?**
Our proposal for over 130 new single-family homes will provide new options for current residents looking to stay in West Chester, it will also bring new residents with spending power to the area. Neyer Properties is seeing tremendous demand for "new urbanism" master planned residential developments like what we are proposing including significant amounts of green space with bike paths and walkability. These new residents will be new customers to the existing businesses in the community, helping to bolster them while supporting the economic development goals of the Township. The approximately 400 units of senior/independent living will provide a much-needed housing option that will allow current West Chester residents wishing to stay in the community. The plan calls for the preservation of significant greenspace that will add to the beauty of the development and surrounding area.
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?**
The site is currently accessible from public roadways and should be more than adequate to support the traffic of the proposed change. The proposal will require a new access onto Lesourdsville West Chester Road. There will also be new connections at Kate's Way to the South and Grey Fox Drive to the north that connect to existing road stubs. There will be a future connection to Capstone Boulevard as well at a later phase.
4. **HAS THIS REZONING BEEN DISCUSSED WITH REGARD TO TRAFFIC DESIGN WITH THE BUTLER COUNTY ENGINEER'S OFFICE? WHEN? WHO?**
Yes, we met with Matthew Loeffler, Traffic Engineer with Butler County on August 17, 2022.
5. **IS THE PROPERTY CURRENTLY OR CAN IT BE SERVICED BY PUBLIC SEWER AND WATER AND CAN PROPER DRAINAGE BE PROVIDED?**
Yes, there is currently a public sanitary sewer and water main. There will be new storm water detention basins to accommodate the development.
6. **WHAT IS THE ANTICIPATED PROPOSED USE PROPERTY AND CHARACTER (ARCHITECTURAL TREATMENT) OF THE DEVELOPMENT?**
Most of the proposed development will be residential with community amenities, including ample greenspace, recreation areas, and walking paths/sidewalks. The residential development will consist of new urbanist homes that are well-designed, with a thoughtful balance of modern and traditional design elements and constructed of high-quality materials. The senior/independent living will be 4-story buildings constructed of quality material and will complement the architecture of the new single-family homes.

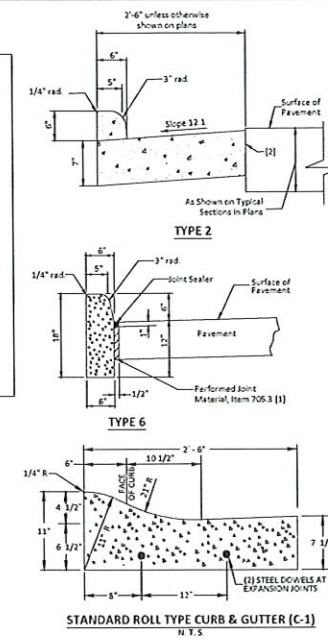


LYONS PROPERTY

WEST CHESTER TOWNSHIP
BUTLER COUNTY, OHIO
SECTION 28, TOWN 3, RANGE 2
SECTION 22, TOWN 3, RANGE 2

PRELIMINARY DEVELOPMENT PLAN NOVEMBER 22, 2022

| Lyons Property Preliminary Development Phase Schedule | |
|---|-----------------|
| Phase I - Northern Portion of Single Family | |
| Break Ground/Mass Excavation, Public Utility and Roadway Construction | 12/2023-05/2024 |
| Single family buildout and home sales | 05/2024-05/2027 |
| Phase II - Southern Portion of Single family and Senior Living | |
| Break Ground/Mass Excavation, Public Utility and Roadway Construction | 05/2025-12/2025 |
| Single family buildout and home sales | 05/2027-05/2028 |
| Senior living construction and lease up | 01/2026-12/2026 |
| Phase III - Eastern Portion of Site Commercial and Apartments | |
| Break Ground/Mass Excavation, Public Utility and Roadway Construction | 01/2025-12/2026 |
| Office and Multi-family project | TED |



INDEX

| SHEET | DESCRIPTION |
|-----------|----------------------------|
| G001 | COVER SHEET |
| G100 | EXISTING CONDITIONS |
| C100-C101 | SITE LAYOUT PLAN |
| C200-C201 | SITE UTILITY PLAN |
| C300-C301 | SITE GRADING PLAN |
| C400 | PHASE 1&2 DEVELOPMENT DATA |
| C401 | PHASE 3&4 DEVELOPMENT DATA |

BUILDING SETBACKS

| FRONT LOADED LOTS | | TYPE 1-T LOTS | |
|----------------------|---------|----------------------|---------|
| FRONT SETBACK: | 20 FEET | FRONT SETBACK: | 15 FEET |
| SIDE SETBACK: | 10 FEET | SIDE SETBACK: | 5 FEET |
| REAR SETBACK: | 35 FEET | REAR SETBACK: | 20 FEET |
| TYPE 2-D LOTS | | TYPE 3-C LOTS | |
| FRONT SETBACK: | 15 FEET | FRONT SETBACK: | 15 FEET |
| SIDE SETBACK: | 5 FEET | SIDE SETBACK: | 5 FEET |
| REAR SETBACK: | 20 FEET | REAR SETBACK: | 20 FEET |

DEVELOPMENT DATA (WEST)

| RESIDENTIAL UNITS | |
|---------------------------------|------------------|
| FRONT LOADED LOTS | 63 UNITS |
| TYPE 2-D GARAGE UNDER LOTS | 10 UNITS |
| TYPE 2-D GARAGE - ON GRADE LOTS | 19 UNITS |
| TYPE 1-T GARAGE UNDER LOTS | 32 UNITS |
| TYPE 3-C GRADE WALK-OUT LOTS | 10 UNITS |
| TOTAL: | 134 UNITS |

TOTAL SITE ACREAGE: 128.135 AC.

| PHASE 1 | |
|-----------------------|-------------|
| SITE ACREAGE: | 41.569 AC.± |
| ROADWAY: | 7.889 AC.± |
| NET AREA EXCLUDE ROAD | 33.680 AC.± |

| PHASE 2 | |
|-----------------------|-------------|
| SITE ACREAGE: | 38.584 AC.± |
| ROADWAY: | 3.022 AC.± |
| NET AREA EXCLUDE ROAD | 35.562 AC.± |

| PHASE 3 | |
|-----------------------|-------------|
| SITE ACREAGE: | 47.981 AC.± |
| ROADWAY: | 2.715 AC.± |
| NET AREA EXCLUDE ROAD | 45.266 AC.± |

INDEPENDENT LIVING AREA

| | |
|---|------------------|
| (4) 4-STORY TRUCK-UNDER PARKING | 144 UNITS |
| BLDGs- NORTH POD (1) | |
| (2) 4-STORY TUCK-UNDER PARKING | 124 UNITS |
| BLDGs- SOUTH POD (1) | |
| TOTAL: | 268 UNITS |
| TOTAL (RESIDENTIAL/ INDEPENDENT LIVING): | 403 UNITS |

PARKING PROVIDED

| | TOTAL SPACES |
|---------------------------------------|------------------|
| RESIDENTIAL UNITS | 121 |
| INDEPENDENT LIVING | 286 |
| PARALLEL PARKING (NON-RESIDENTIAL) | 29 |
| MULTI-FAMILY | 159 |
| CAMPUS COMMERCIAL/ INSTITUTIONAL AREA | 209 |
| TOTAL: | 1,132 +/- |

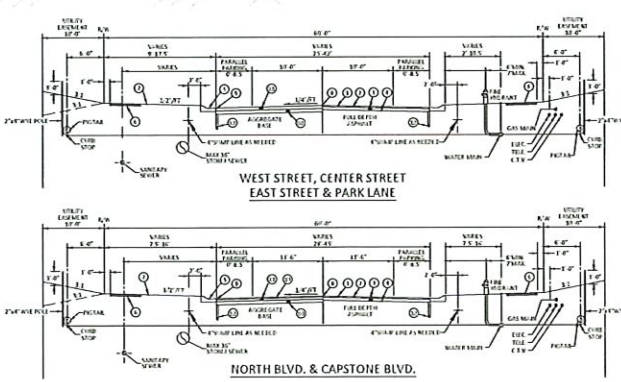
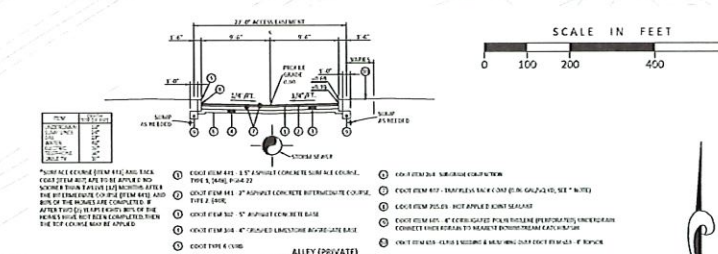
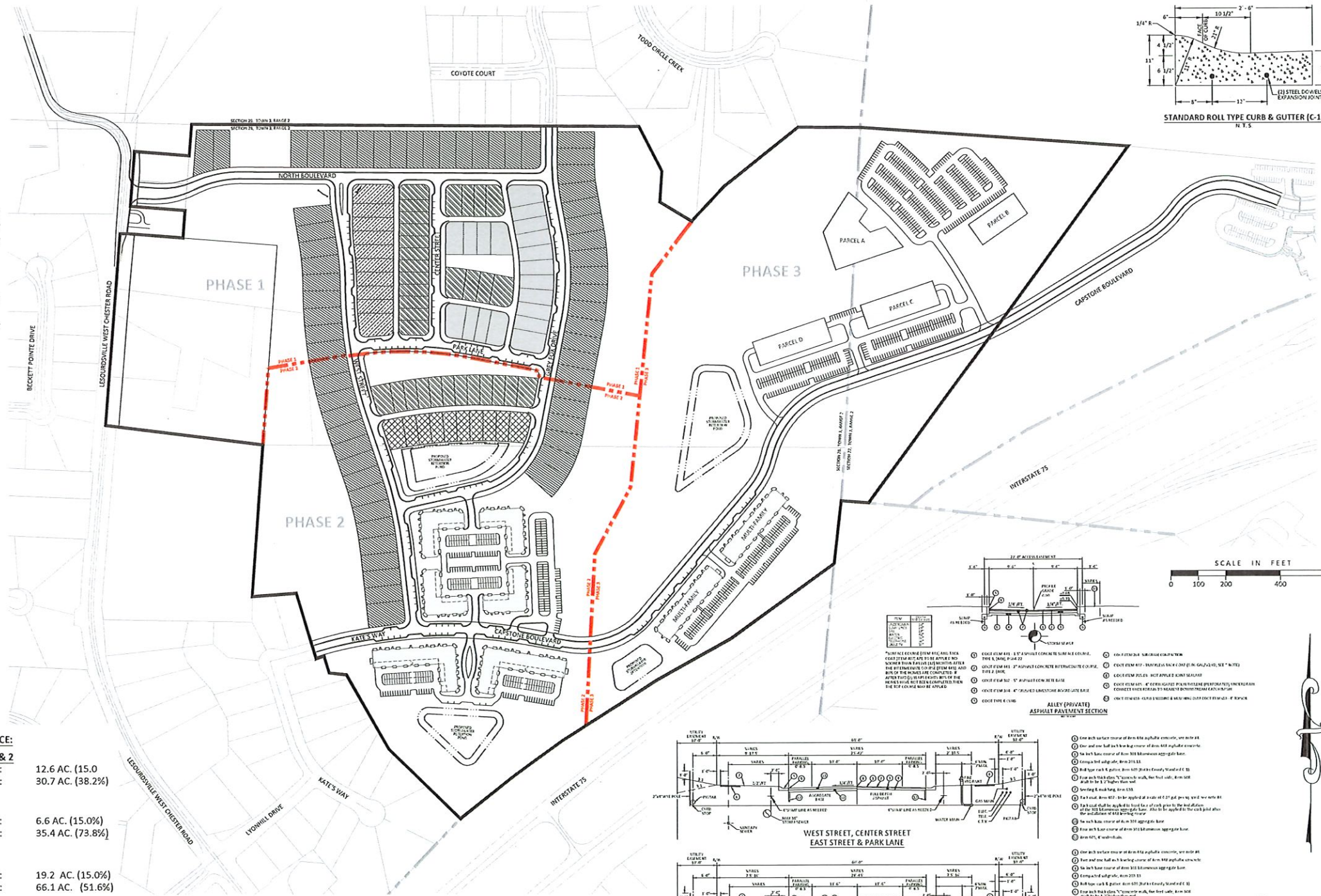
OPEN SPACE:

| | |
|-------------------------|------------------|
| PHASES 1 & 2 | |
| REQUIRED: | 12.6 AC. (15.0%) |
| PROVIDED: | 30.7 AC. (38.2%) |

| | |
|----------------|------------------|
| PHASE 3 | |
| REQUIRED: | 6.6 AC. (15.0%) |
| PROVIDED: | 35.4 AC. (73.8%) |

| | |
|--------------|------------------|
| TOTAL | |
| REQUIRED: | 19.2 AC. (15.0%) |
| PROVIDED: | 66.1 AC. (51.6%) |

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Project Manager: AJD
Drawn By: NAK
DWG: 22550005-PRE
X-Ref(s): 22550013-ZOH-00, 006-GIS-00

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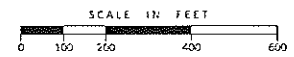
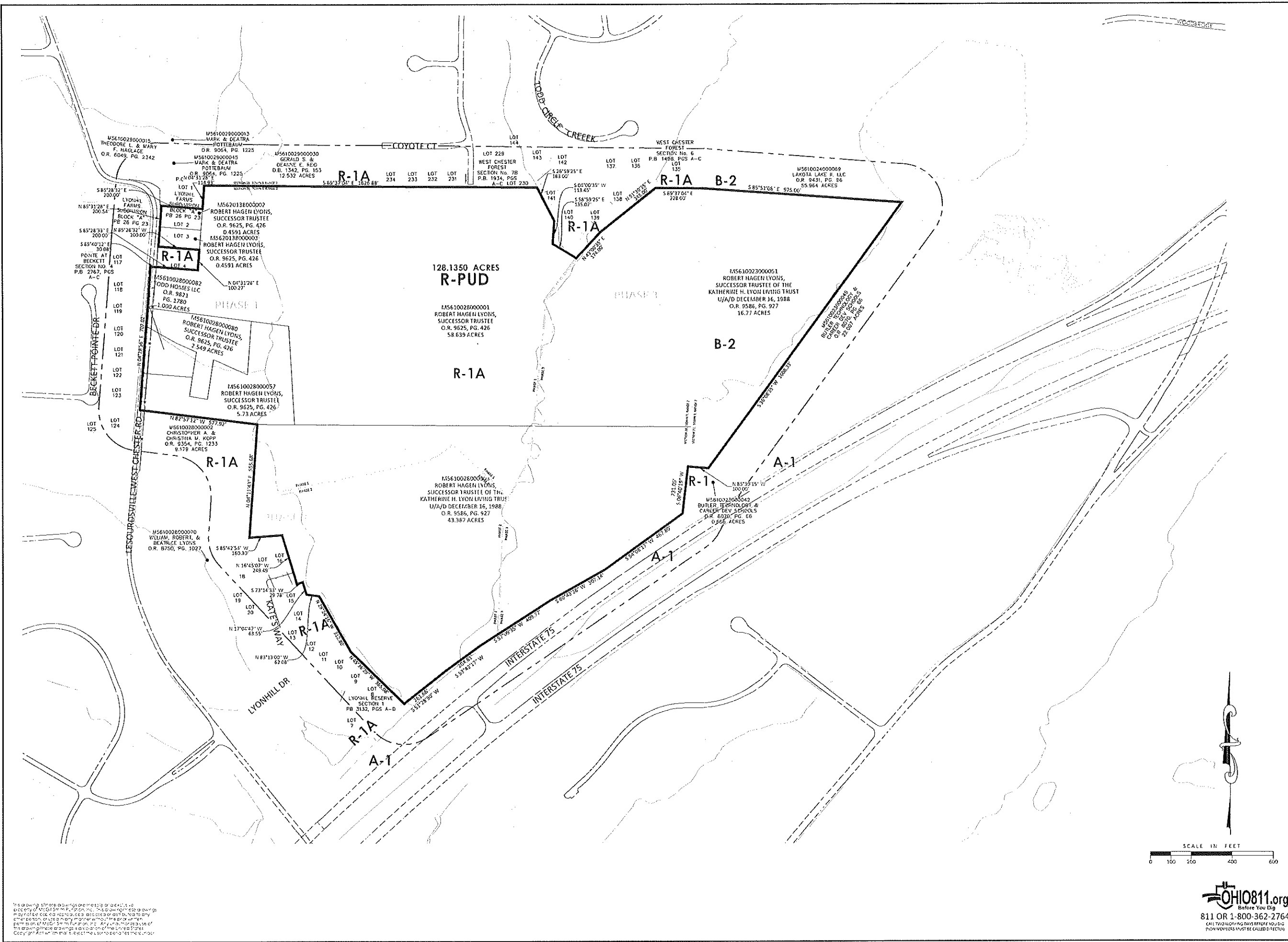
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BUTLER COUNTY, OHIO
SECTION 28, TOWN 3, RANGE 2
SECTION 22, TOWN 3, RANGE 2

Sheet Title: COVER SHEET
Project Number: 22550.00
Drawing Scale: 1"=200'
Sheet Number: G001
File Number: 22550





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Project Manager AJD
Drawn By HAK
DWG 22550005-PRE
X-Ref(s) 22550013-ZOH-00, 006-GIG-00

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LYONS PROPERTY
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Sheet Title

EXISTING CONDITIONS

| | |
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| Project Number | 22550.00 |
| Drawing Scale | 1"=200' |
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| File Number | 22550 |

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BUILDING SETBACKS

FRONT LOADED LOTS

FRONT SETBACK: 20 FEET
SIDE SETBACK: 10 FEET
REAR SETBACK: 35 FEET

TYPE 1-T LOTS

FRONT SETBACK: 15 FEET
SIDE SETBACK: 5 FEET
REAR SETBACK: 20 FEET

TYPE 2-D LOTS

FRONT SETBACK: 15 FEET
SIDE SETBACK: 5 FEET
REAR SETBACK: 20 FEET

TYPE 3-C LOTS

FRONT SETBACK: 15 FEET
SIDE SETBACK: 5 FEET
REAR SETBACK: 20 FEET

DEVELOPMENT DATA (WEST)

RESIDENTIAL UNITS

| | | |
|---------------|---------------------------------|------------------|
| [Hatched Box] | FRONT LOADED LOTS | 63 UNITS |
| [Hatched Box] | TYPE 2-D GARAGE UNDER LOTS | 10 UNITS |
| [Hatched Box] | TYPE 2-D GARAGE - ON GRADE LOTS | 19 UNITS |
| [Hatched Box] | TYPE 1-T GARAGE UNDER LOTS | 32 UNITS |
| [Hatched Box] | TYPE 3-C GRADE WALK-OUT LOTS | 10 UNITS |
| TOTAL: | | 134 UNITS |

PHASE 1

SITE ACREAGE: 41.569 AC.±
ROADWAY: 7.889 AC.±
NET AREA EXCLUDE ROAD 33.680 AC.±

PHASE 2

SITE ACREAGE: 38.584 AC.±
ROADWAY: 3.022 AC.±
NET AREA EXCLUDE ROAD 35.562 AC.±

INDEPENDENT LIVING AREA

(4) 4-STORY TRUCK-UNDER PARKING 144 UNITS

BLDGS- NORTH POD (1)

(2) 4-STORY TUCK-UNDER PARKING 124 UNITS

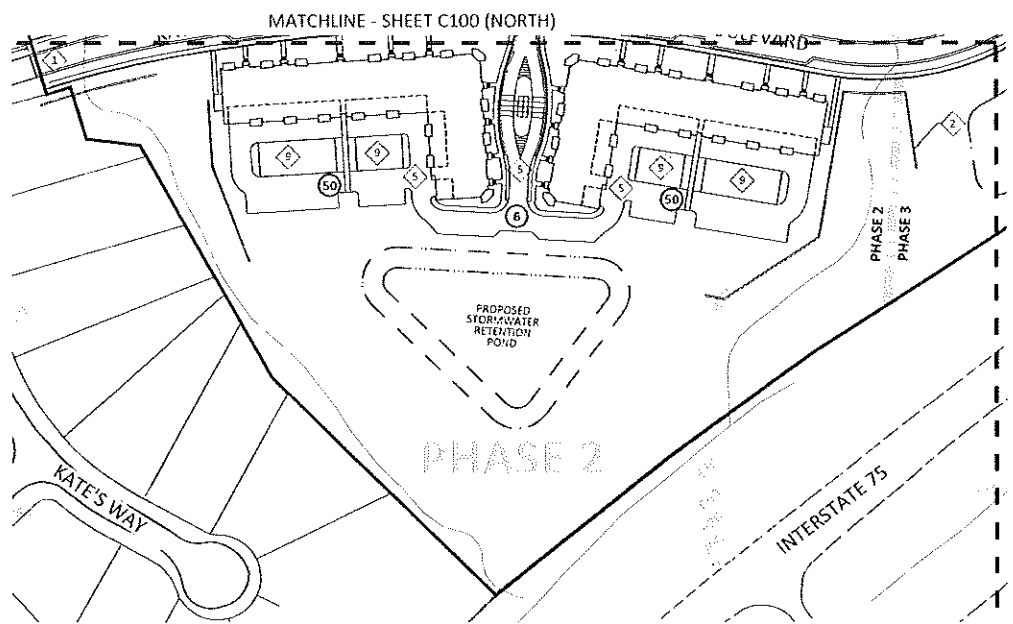
BLDGS- SOUTH POD (1)

TOTAL: 268 UNITS

TOTAL (RESIDENTIAL/ INDEPENDENT LIVING): 403 UNITS

PARKING PROVIDED

| PARKING PROVIDED | TOTAL SPACES |
|------------------------------------|----------------|
| RESIDENTIAL UNITS | 121 |
| INDEPENDENT LIVING | 286 |
| PARALLEL PARKING (NON-RESIDENTIAL) | 29 |
| TOTAL: | 436 +/- |



INDEPENDENT LIVING SOUTH

SINGLE FAMILY & INDEPENDENT LIVING NORTH

DRAWING NOTES

- FULL ACCESS ENTRANCE
- 5' SIDEWALK
- STREETSCAPE
- RETAINING WALL
- OVERLOOK GAZEBO
- OUTDOOR AMENITY AREA
- COVERED PARKING AREA
- PARKING COUNT



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McGill Smith Punshon
Architecture 3700 Park 42 Drive
Engineering Suite 1500
Landscape Architecture Cincinnati OH 45241
Planning Phone 513.359.0041
Surveying www.mspdesign.com

Project Manager AJD
Drawn By HAK
DWG 22550036-FRE
X-Ref(s) 22550013-20H 00, 006-GIS-00

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BUTLER COUNTY, OHIO
SECTION 28, TOWN 3, RANGE 2
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Sheet Title

SITE LAYOUT PLAN
- WEST

| | |
|----------------|----------|
| Project Number | 22550.00 |
| Drawing Scale | 1"=100' |
| Sheet Number | C100 |
| File Number | 22550 |

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LYONS PROPERTY WEST CHESTER TOWNSHIP

BUTLER COUNTY, OHIO
 SECTION 28, TOWN 3, RANGE 2
 SECTION 22, TOWN 3, RANGE 2

Sheet Title

SITE LAYOUT PLAN - EAST

Project Number: 22550.00
 Drawing Scale: 1"=100'
 Sheet Number: C101
 File Number: 22550

CAPSTONE BOULEVARD

INTERSTATE 75

DRAWING NOTES

- 1 FULL ACCESS ENTRANCE
- 2 5' SIDEWALK
- 3 STREETSCAPE
- 4 RETAINING WALL
- 5 OUTDOOR AMENITY AREA
- 6 COVERED PARKING AREA
- (X) PARKING COUNT

DEVELOPMENT DATA (EAST)

| | |
|-----------------------|-------------|
| SITE ACREAGE: | 47.981 AC.± |
| ROADWAY: | 2.715 AC.± |
| NET AREA EXCLUDE ROAD | 45.266 AC.± |

MULTI-FAMILY (2) 5-STORY GARAGE-UNDER

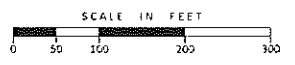
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| MULTI-FAMILY BLDGS | 160 UNITS |
| TOTAL | 160 UNITS |

CAMPUS COMMERCIAL/ INSTITUTIONAL AREA

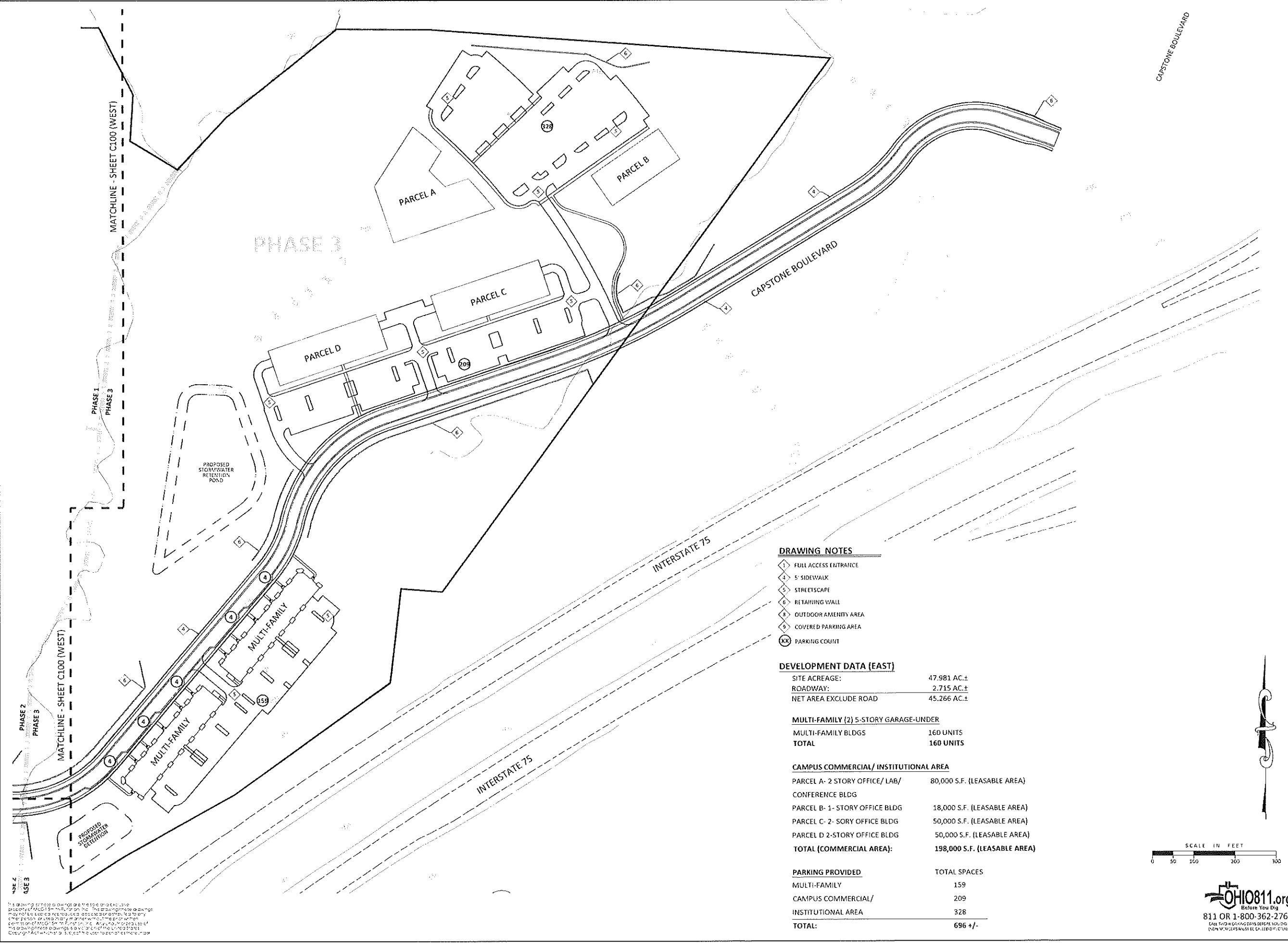
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| PARCEL A- 2 STORY OFFICE/ LAB/ CONFERENCE BLDG | 80,000 S.F. (LEASABLE AREA) |
| PARCEL B- 1- STORY OFFICE BLDG | 18,000 S.F. (LEASABLE AREA) |
| PARCEL C- 2- STORY OFFICE BLDG | 50,000 S.F. (LEASABLE AREA) |
| PARCEL D 2-STORY OFFICE BLDG | 50,000 S.F. (LEASABLE AREA) |
| TOTAL (COMMERCIAL AREA): | 198,000 S.F. (LEASABLE AREA) |

PARKING PROVIDED

| | |
|---------------------------------------|---------|
| MULTI-FAMILY | 159 |
| CAMPUS COMMERCIAL/ INSTITUTIONAL AREA | 209 |
| TOTAL: | 696 +/- |



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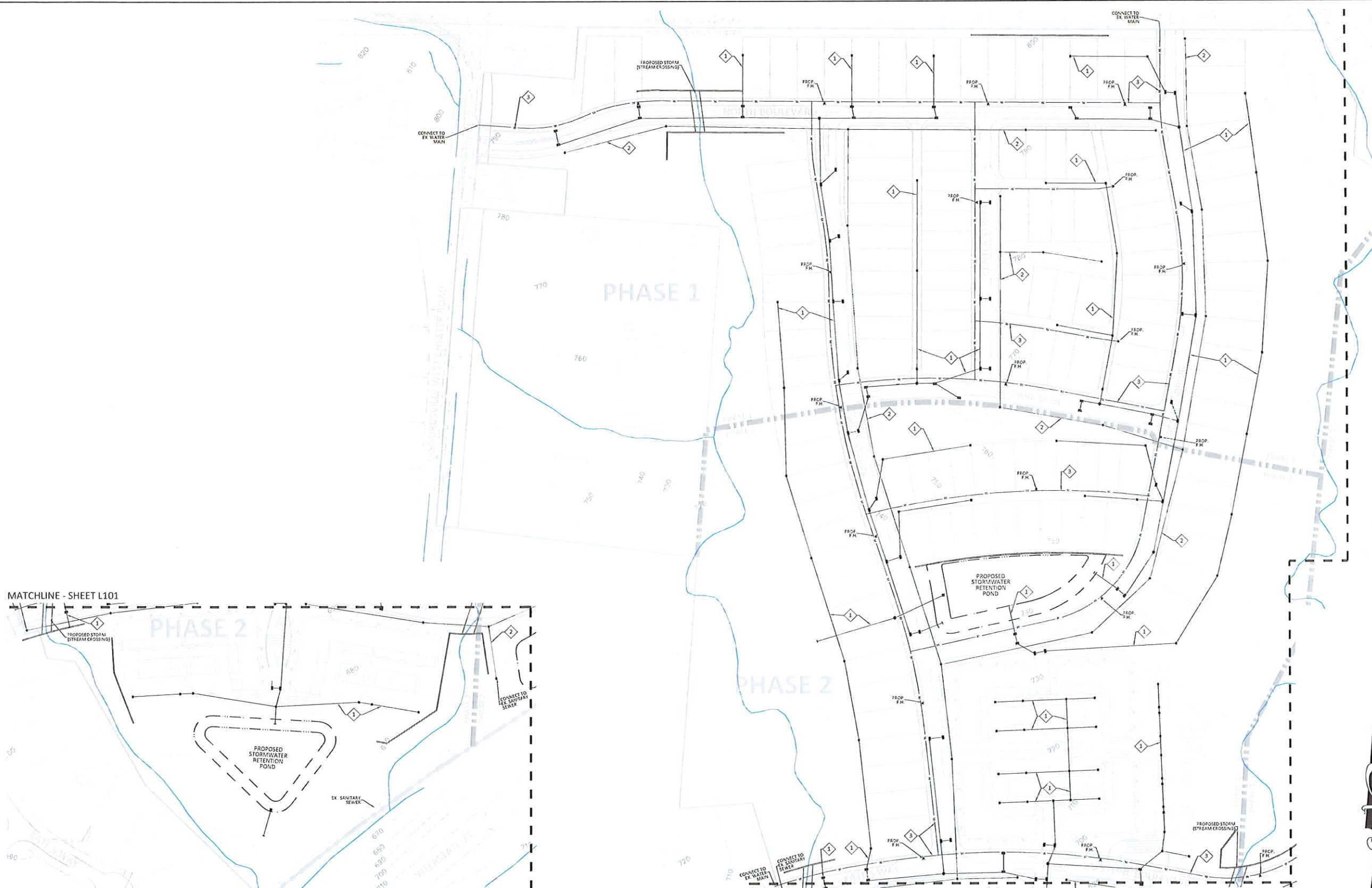
LYONS PROPERTY WEST CHESTER TOWNSHIP

BUTLER COUNTY, OHIO
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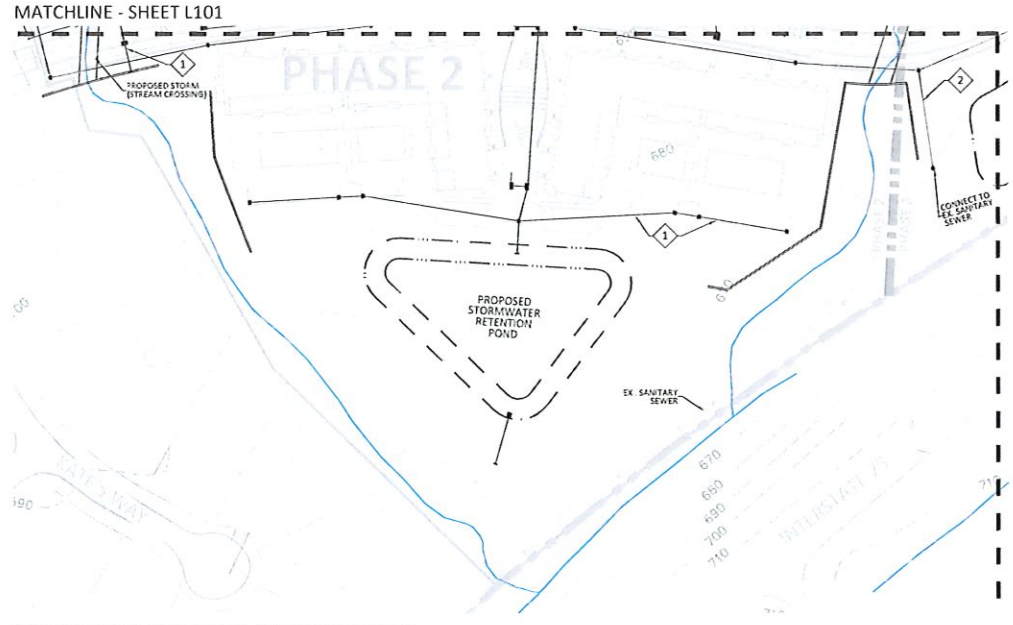
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SITE UTILITY PLAN

Project Number 22550.00
Drawing Scale 1"=100'
Sheet Number C200
File Number 22550



MATCHLINE - SHEET L102



INDEPENDENT LIVING SOUTH

MATCHLINE - SHEET L101
SINGLE FAMILY & INDEPENDENT LIVING NORTH

DRAWING NOTES

- 1 PROPOSED STORM SEWER
- 2 PROPOSED SANITARY SEWER
- 3 PROPOSED WATER



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EXEMPT WORKS MUST BE CALLED DIRECTLY

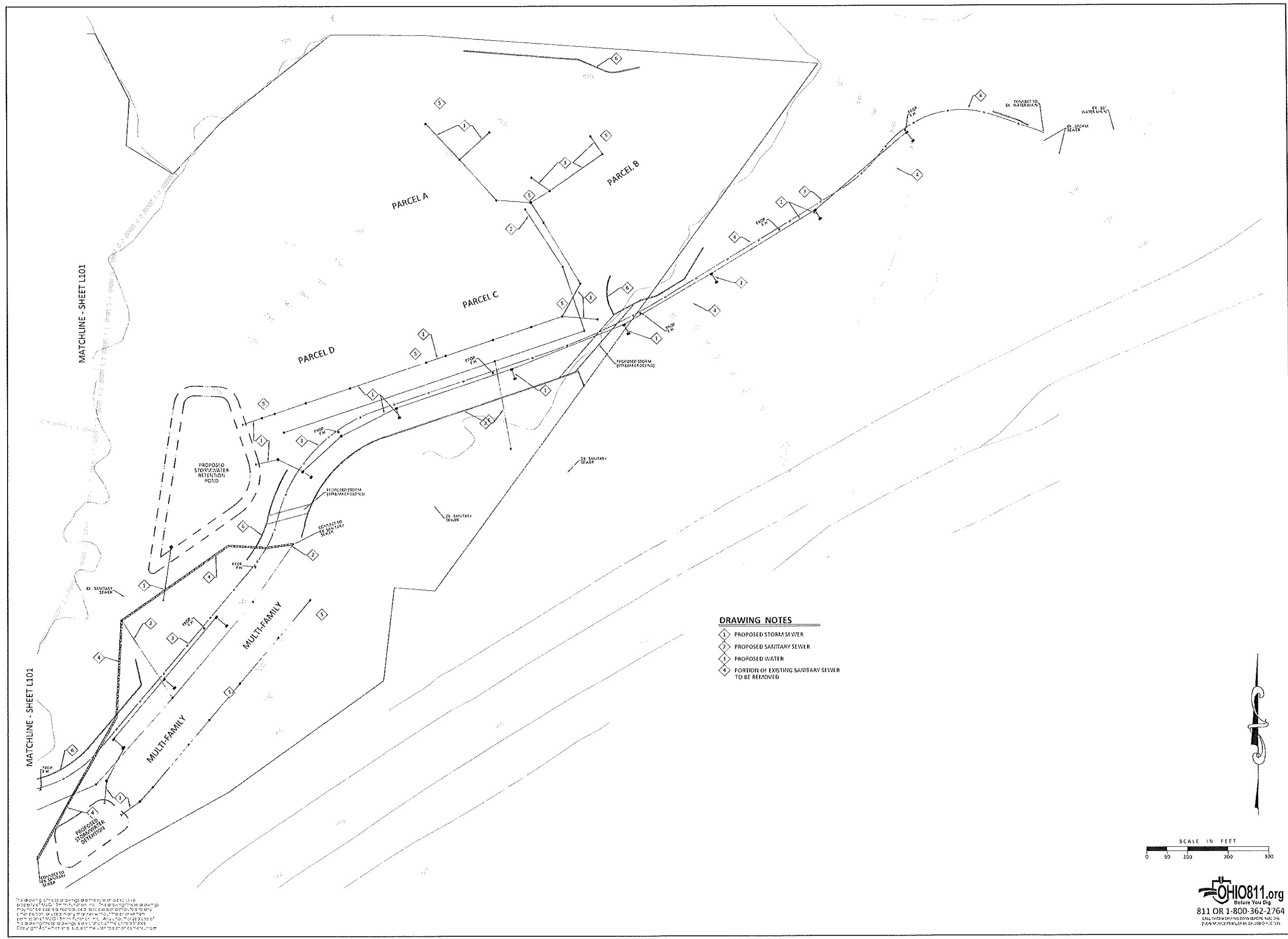
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Project Manager: AJD
 Drawn By: HAK
 DWG: 22550036.PRF
 X-Ref(s): 22550013-ZON-00, 006-GB-00

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- DRAWING NOTES**
- ◊ PROPOSED STORM SEWER
 - ◊ PROPOSED SANITARY SEWER
 - ◻ PROPOSED WATER
 - ◻ PORTION OF EXISTING SANITARY SEWER TO BE REMOVED

LYONS PROPERTY
WEST CHESTER TOWNSHIP
 BUTLER COUNTY, OHIO
 SECTION 28, TOWN 3, RANGE 2
 SECTION 22, TOWN 3, RANGE 2

Sheet Title

SITE UTILITY PLAN

Project Number: 22550.00
 Drawing Scale: 1"=100'
 Sheet Number: C201
 File Number: 22550

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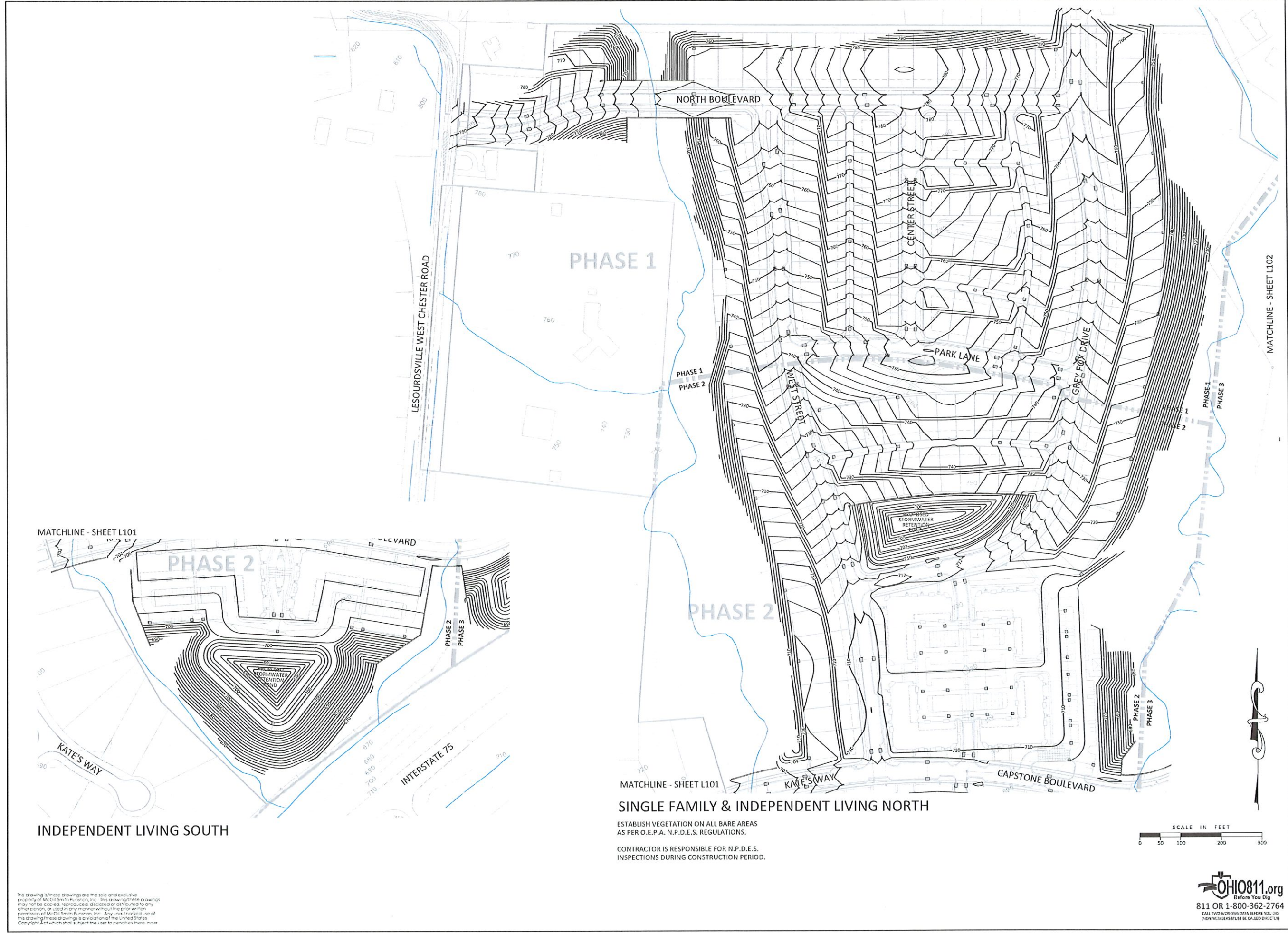
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LYONS PROPERTY
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SECTION 28, TOWN 3, RANGE 2
SECTION 22, TOWN 3, RANGE 2



MATCHLINE - SHEET L101

SINGLE FAMILY & INDEPENDENT LIVING NORTH

ESTABLISH VEGETATION ON ALL BARE AREAS AS PER O.E.P.A. N.P.D.E.S. REGULATIONS.

CONTRACTOR IS RESPONSIBLE FOR N.P.D.E.S. INSPECTIONS DURING CONSTRUCTION PERIOD.



Sheet Title

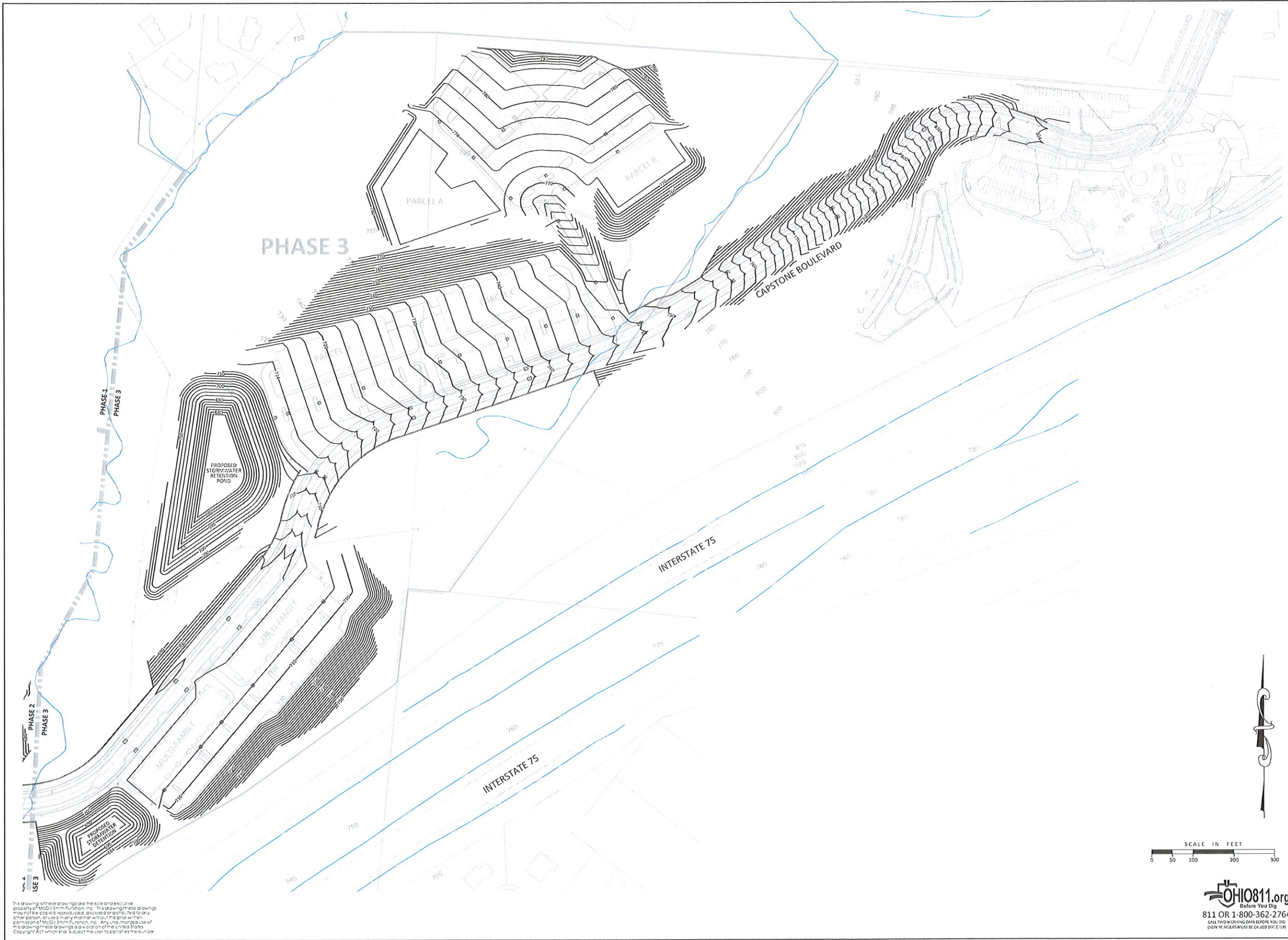
| SITE GRADING PLAN | |
|-------------------|----------|
| Project Number | 22550.00 |
| Drawing Scale | 1"=100' |
| Sheet Number | C300 |
| File Number | 22550 |

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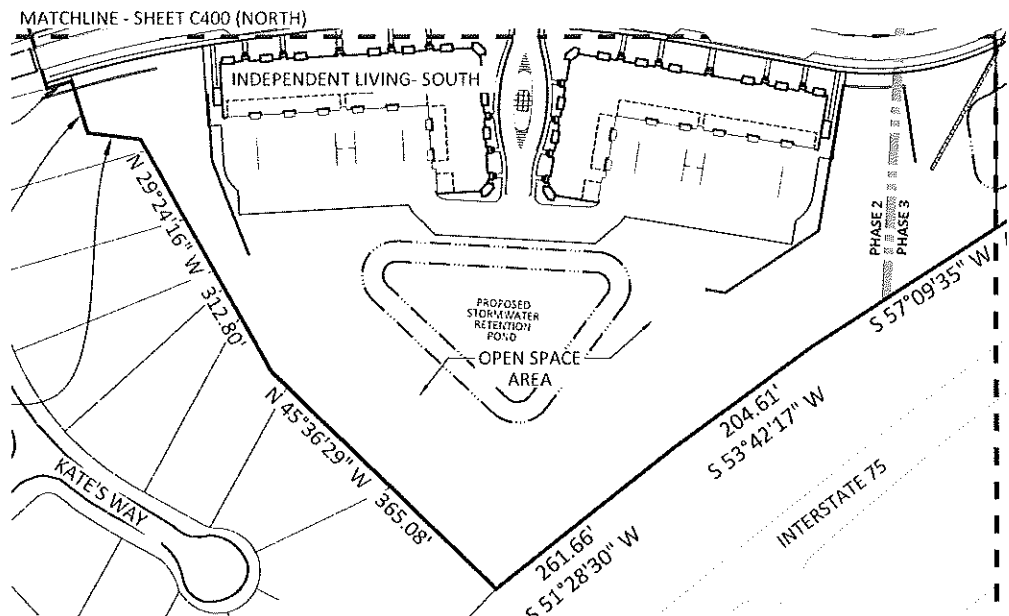
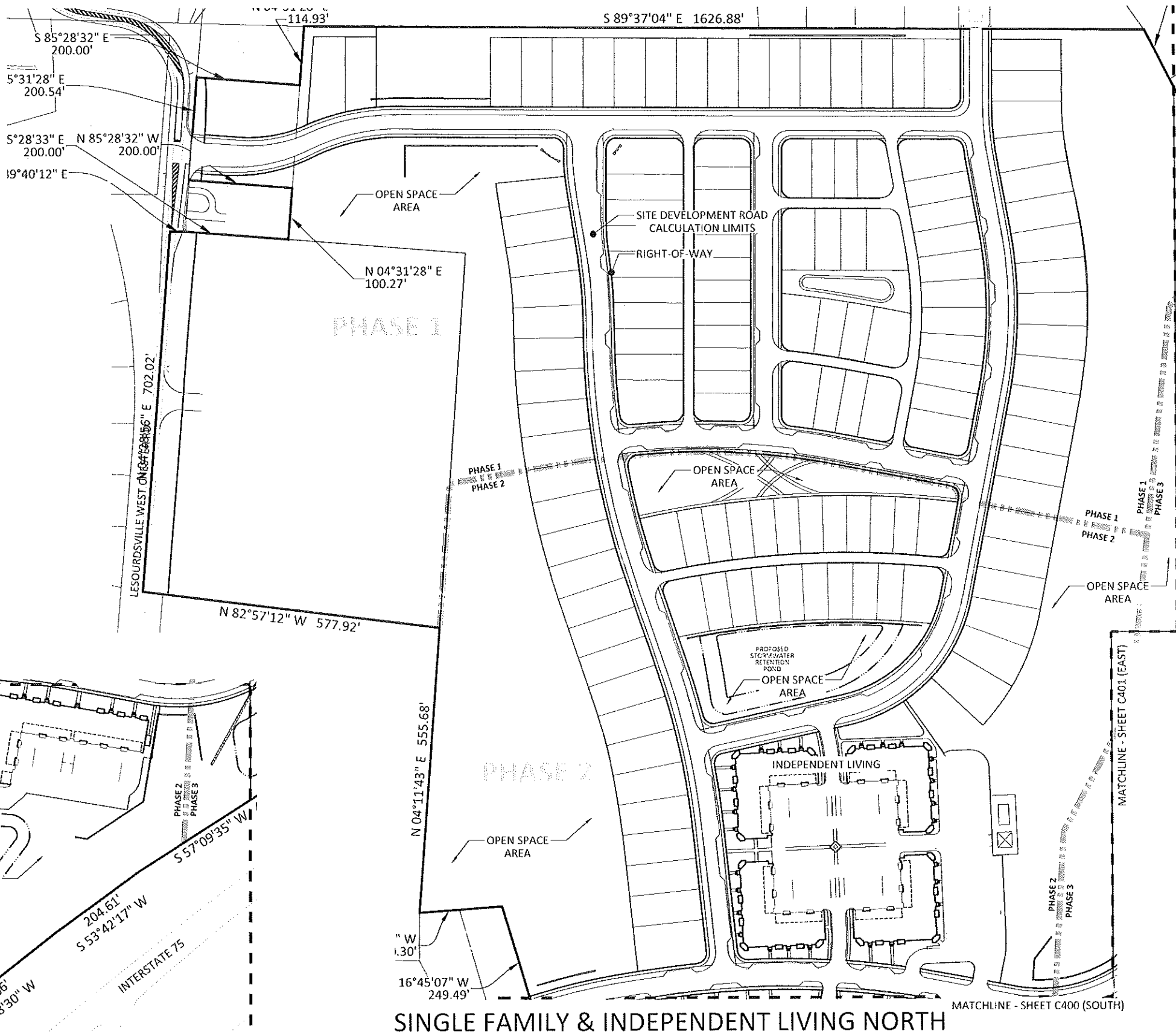
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BUTLER TOWNSHIP, OHIO
SECTION 28, TOWN 3, RANGE 2
SECTION 22, TOWN 3, RANGE 2

Sheet Title

| SITE GRADING PLAN | |
|-------------------|----------|
| Project Number | 22550.00 |
| Drawing Scale | 1"=100' |
| Sheet Number | C301 |
| File Number | 22550 |

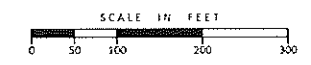
DEVELOPMENT DATA (WEST)

| | |
|-------------------------|--------------|
| SITE ACREAGE | 81.8 AC +/- |
| ROAD | 8.4 AC +/- |
| NET AREA EXCLUDING ROAD | 73.4 AC +/- |
| OPEN SPACE REQUIRED | 12.3 (15.0%) |
| OPEN SPACE PROVIDED | 30.0 (36.7%) |



INDEPENDENT LIVING SOUTH

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Project Manager JJC
Drawn By KHW
DWG 22550005-PLA
X-Ref(s)

| Issue/Revision | No. | Date |
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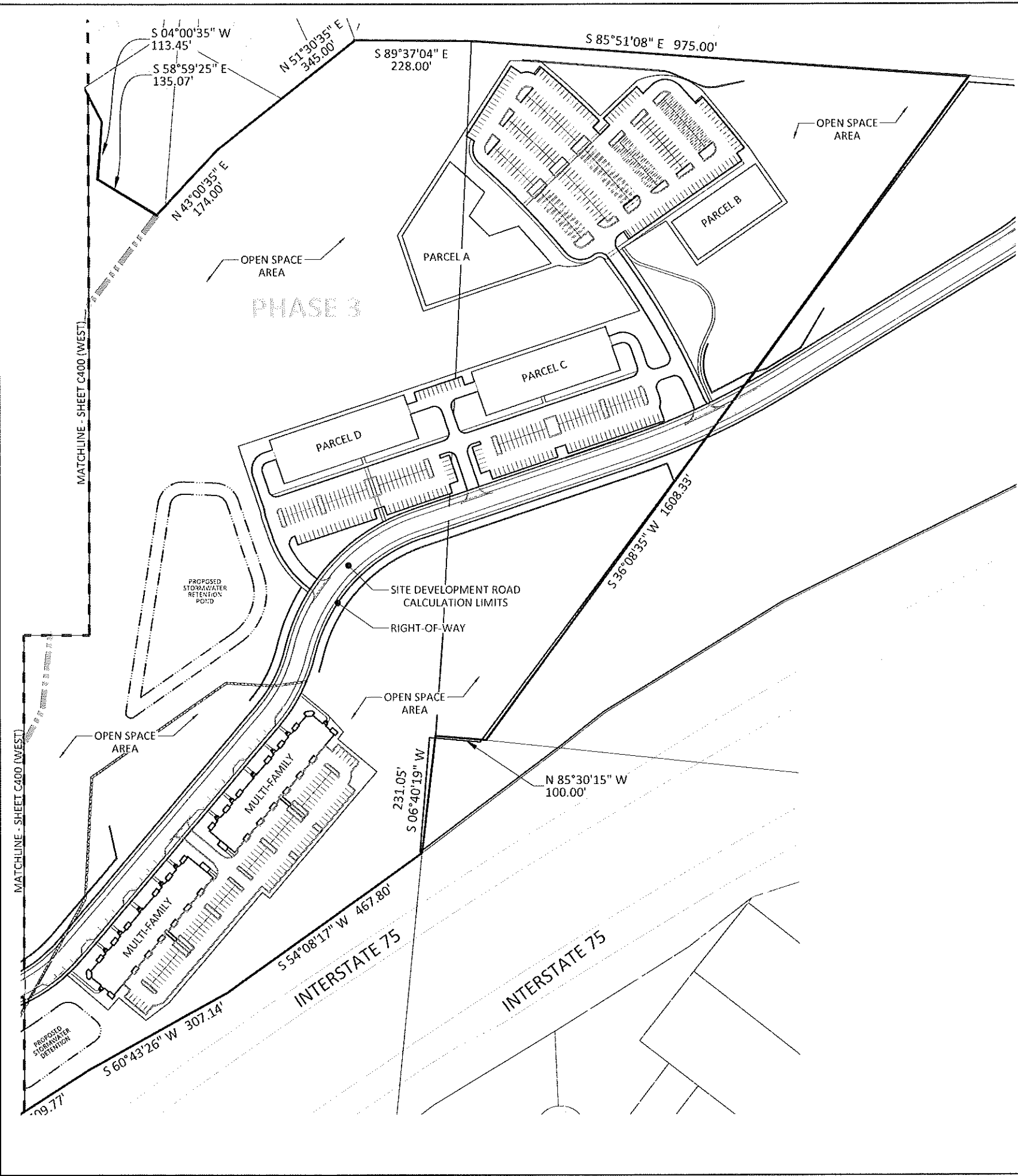
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Sheet Title

OPEN SPACE AND ROAD - WEST

| | |
|----------------|-----------|
| Project Number | 22550.00 |
| Drawing Scale | 1" = 100' |
| Sheet Number | C400 |
| File Number | 22550 |



DEVELOPMENT DATA (EAST)

| | |
|-------------------------|---------------|
| SITE ACREAGE | 46.3 AC +/- |
| ROAD | 7.7 AC +/- |
| NET AREA EXCLUDING ROAD | 38.6 AC +/- |
| OPEN SPACE REQUIRED | 6.9 (15.0%) |
| OPEN SPACE PROVIDED | 30.78 (66.5%) |

MSP
DESIGN
McGill Smith Punshon

Architecture 3700 Pittsford Drive, Suite 102B
Engineering 2255 0005 PLA
Landscape Architecture 2255 0005 PLA
Planning Phone 513 758 6054
Surveying www.mspdesign.com

Project Manager JJC
Drawn By KHW
DWG 22550005 PLA
X-Ref(s) ---

| Issue/Revision | No. | Date |
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Sheet Title

OPEN SPACE AND ROAD - EAST

| | |
|----------------|-----------|
| Project Number | 22550.00 |
| Drawing Scale | 1" = 100' |
| Sheet Number | C401 |
| File Number | 22550 |

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

MEMBERS PRESENT: Richard Grow, Larry Whited, Jim Williams,
Doug Rinnert, Jim Hahn

MEMBERS ABSENT:

STAFF PRESENT: Timothy Dawson, Township Planner
Beverly Worley, Administrative Professional III
Brian Asbrock, Not Seated

LOCATION: Township Hall

CALL TO ORDER: 6:00 p.m.

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

Mr. Whited made a motion to approve November 21, 2022 minutes, seconded by Mr. Grow. Mr. Dawson called the roll. Motion carried 3-0.

Mr. Whited made a motion to approve FDP 11-22-A Bel Haven; Phase 4 and Resolution 22-11; Motion carried 3-0.

Mr. Whited made a motion to approve RFDP 11-22-B Fields at Liberty Way; Hyatt House and Resolution 22-12; Motion carried 3-0.

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

ZMA05-22 Lyons Property

The applicant is Neyer Properties. The applicant is requesting an approval for a Zoning Map Amendment from R-1A (Suburban Residence District) & B-2 (General Business District) to SP-PUD (Special Purpose Planned Unit Development) and a Preliminary Development Plan for mixed use including single-family and multi-family dwellings, commercial, and institutional use on 128.2 acres located at 8470 Lesourdsville West Chester Road.

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 **Adam Rockel / Development/Product Mgr.
Neyer Properties**

Mr. Rockel stated that they held a public open house with residents within ½ mile of the property to show them the proposal and to hear their concerns. They will be going before the BC Planning Commission on January 10.

**Jose Castrejon / Principal
MSP Design**

Mr. Castrejon gave a presentation of the overall goals and objectives of the project. Then he went through the staff comments/resolution items and explained the density of the overall project.

Mr. Hahn asked how many units were in the senior independent living.

Mr. Castrejon – 134 residential single-family, 268 independent living and 160 multi-family.

Mr. Hahn asked for further clarification on number 10 of the resolution regarding the sidewalk.

Mr. Dawson explained the meaning and what would be required.

Proponents **Tony Briede
8580 Kates Way**

Mr. Breide asked for clarification regarding the fire dept. access roads and new connecting roads.

**Richard & Christine Morawski
6433 Coyote Ct.**

Shared their concerns with the construction traffic through the neighborhoods and protecting the current neighborhoods while building the new neighborhoods.

**Pamela Boehm
8557 Lesourdsville West Chester Rd**

Shared her concerns regarding traffic and the traffic study.

Opponents **Andy Ferro**
 8620 Kates Way

Concerned about the project because now there will be two apartment complexes behind his backyard. He felt the presentation was a misrepresentation. Also stated the trees are a perfect buffer for the I-75 noise. Lastly he asked that the Board take all of this into consideration and have single-family homes put in as planned.

Neutral **None**

The applicant was asked to return to the podium

Mr. Hahn asked Mr. Castrejon to speak on behalf of the traffic concerns.

Mr. Castrejon explained how the process works with Butler County from the preliminary stage to the final development stage.

Mr. Hahn explained to the audience that the Butler County Engineers Office is actually a consultant to the Township.

Additional discussion was held regarding traffic and access roads.

Mr. Hahn asked if there were going to be 2 senior living developments towering over the existing homes.

Mr. Castrejon replied that there's a creek in between and woods on both sides which was felt to be a strong buffer.

Deliberations

Mr. Williams stated that he had no problems with this whatsoever. He stated he has seen Mr. Castrejon's work for many years and he does a superb job.

Mr. Grow stated that he liked the fact that it was 50% developed, it will have plenty of trees/landscaping. No one likes development in their backyard but it happens and it sounded like they were trying to minimize it as much as possible. He felt it was a good presentation and thought out well.

Mr. Rinnert stated it was good project and have addressed all the concerns.

Mr. Whited stated it's an excellence use of the land and enhanced the value of the properties around it.

Mr. Hahn agreed with everyone's comments.

Mr. Whited made a motion to approve Case # - ZMA05-22 Lyons Property with staff and other agency comments and recommendations. Mr. Rinnert seconded the motion.

Aye: Mr. Whited, Mr. Hahn, Mr. Grow, Mr. Williams, Mr. Rinnert

Nay:

Motion carried 5-0

Administrative Business:

The next ZC meeting is scheduled for Wednesday, January 18, 2023 @ 6:00 p.m.
This serves as Public Notice for this meeting.

Mr. Hahn adjourned the meeting at 8:00 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:

Jim Hahn

Timothy Dawson