

West Chester

— OHIO —

Trustees Meeting Agenda May 9, 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

- A. Proclamation - Police Memorial Week
- B. Proclamation - Emergency Medical Services Week

Mrs. Becker

Action Items - For approval by motion

- C. Motion to approve Trustee Meeting Minutes - April 25, 2023
- D. Motion to approve payment of bills - April 14, 2023, through April 27, 2023

Mr. Burks

Requisitions - Greater than \$7,500.00

- | | | |
|-------------|----------------|--|
| 1. Fire | \$ 9,370.44 | Cummins Bridgeway LLC - Repair oil leak on 2015 E-One Pumper |
| 2. PIE | \$ 28,367.20 | OpenGov Inc. - Approve annual service contract for OpenGov platform |
| 3. Services | \$1,538,829.00 | Landscape Structures - Design and install splash pad at Beckett Park West (CIP #1868) |
| 4. Services | \$1,031,030.00 | K&T Construction Supply, Inc - Renovate Community Services office area (CIP #1864) |
| 5. Services | \$ 152,196.79 | Loth, Inc. - Purchase furniture for Community Services office area (CIP #1864) |
| 6. Services | \$ 25,850.00 | McGill Smith Punshon, Inc. - Manage construction of Community Services office area (CIP #1864) |

May 9, 2023

7. Services \$ 22,935.00 The Habegger Corp. – Install new HVAC controls for Safety Services Center (CIP # 1920)

Mr. Burks **Personnel Items**

8. Adm Approve a 4% raise for West Chester Township Administrator Larry D. Burks, retroactively effective February 19, 2023
9. Adm Approve a 4% raise for West Chester Township Assistant Administrator Lisa D. Brown, effective May 28, 2023
10. Fire Hire part-time Fire Inspector Jeffery Vaughn, effective May 3, 2023, at the hourly rate of \$20.06 with a one-year probationary period

Mr. Burks **Business Items**

11. Comm Dev Motion to declare two properties public nuisances; 7909 Pepper Pike and 7110 Tylersville Road
12. Police Motion not to object to TRFO D5, D6 liquor permit from Cincinnati Food Industries LLC dba El Rancho Nuevo & Patio 4978 Union Center Pavilion Drive to 4978 UC Pavilion LLC & Patio 4978 Union Center Pavilion Drive

First Reading of Resolutions & Reading of Emergency Resolutions

13. 1st Reading Resolution No. 23-2023 approving Zoning Map Amendment and Preliminary Development Plan for Case # ZMA01-23 Recchie Property; Smith & 747 LLC (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 7:00 P.M.

Adjourn

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Presentation Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Proclamation - Police Memorial Week

Background:

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

Proclamation

WHEREAS, the police officers of West Chester Township work with devotion and selflessness on behalf of the people of this Township, regardless of the peril or hazard to themselves; and

WHEREAS, these officers, through efforts to safeguard the lives and property of our neighbors, foster a welcoming community known as "One of America's Best Places to Live"; and

WHEREAS, in the act of enforcement of our laws, these men and women have experienced the profound loss of colleagues across the country in service to their communities and country; and

WHEREAS, these men and women, by their patriotic service and their dedicated efforts, have earned the gratitude of the Township;

NOW THEREFORE, BE IT RESOLVED that the West Chester Township Board of Trustees do hereby proclaim the week in which May 15th occurs as

"Police Memorial Week"
May 14, 2023, thru May 20, 2023

In witness hereof, we have hereunto set our hands and caused the Seal of West Chester Township, Butler County, Ohio, to be affixed this 9th day of May in the year two thousand twenty-three.

Ann Becker, Chair

Lee Wong, Vice Chair

Bruce Jones, Fiscal Officer

Mark Welch, Trustee

West Chester
— OHIO —

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Presentation Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Proclamation - Emergency Medical Services Week

Background:

Finance	Budgeted Item:	N/A;	
	CIP #:		
	TIF Info:		
	Purchase Order:		Total Encumbrance:

Proclamation

Whereas emergency medical services are a vital public service; and

Whereas the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

Whereas access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas emergency medical services have grown to fill a gap by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

Whereas the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and

Whereas the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas it is appropriate to recognize the value and accomplishments of emergency medical service providers by designating Emergency Medical Services Week;

Now, therefore, be it resolved that the West Chester Township Trustees, in recognition of this event, do hereby proclaim the week of May 21 through May 27, 2023, as **EMERGENCY MEDICAL SERVICES WEEK** with the theme **EMS: Where Emergency Care Begins**; we encourage the community to observe this week with appropriate programs, ceremonies, and activities.

In witness hereof, we have hereunto set our hands and caused the Seal of West Chester Township, Butler County, Ohio, to be affixed this 9th day of May in the year two thousand twenty-three.

Ann Becker, Chair

Lee Wong, Vice Chair

Bruce Jones, Fiscal Officer

Mark Welch, Trustee

West Chester
— OHIO —

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Trustee Meeting Minutes - April 25, 2023

Background:

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

Record of Proceedings: April 25, 2023
West Chester Township Board of Trustees - Regular Meeting

Convene: Chairperson Becker convened the meeting at 6:00 p.m.

Roll Call: Mrs. Becker, Mr. Wong, and Mr. Welch responded.

Pledge of Allegiance: Repeated by those present.

MOTION made by Mrs. Becker, seconded by Mr. Welch, to amend the agenda so as to move Personnel Items 13 through 19 to immediately after Citizens Comments. Discussion: none.

Motion carried unanimously.

Citizen's Comments

Patrick Barnett, 7986 Tylers Way, expressed concern with the parking required for the country music festival this August and how it will impact surrounding residents. He also suggested Mr. Welch was taking care of his friends.

Personnel Items

Mrs. Brown introduced the Personnel Items consisting of, (1) hiring Levi Bailey to the position of Career Firefighter/EMT effective May 1, 2023 at the hourly rate of \$24.68; (2) hiring Jack Rebholz to the position of Career Firefighter/EMT effective May 1, 2023 at the hourly rate of \$24.68; (3) hiring Charles Rielage to the position of Career Firefighter/EMT effective May 1, 2023 at the hourly rate of \$24.68; (4) hiring Cody Swall to the position of Career Firefighter/EMT effective May 1, 2023 at the hourly rate of \$24.68; (5) hiring Samuel Thompson to the position of Career Firefighter/EMT effective May 1, 2023 at the hourly rate of \$24.68; (6) hiring Tyler Marling to the position of Police Officer effective May 1, 2023 at the biweekly rate of \$2,622.20; (7) hiring Caleb Preszler to the position of Part-time Laborer effective April 2, 2023 at the hourly rate of \$15.00. These were identified on the agenda as Personnel Items 13 through 19 respectively.

MOTION made by Mr. Wong, to approve Personnel Items 13 through 19. seconded by Mr. Welch. Discussion: The Trustees each expressed praise for the West Chester Police and Fire Departments and the service performed by police officers and firefighter/EMTs. **Motion carried unanimously.**

Whereupon Fiscal Officer Jones administered the firefighters Oath of Office to the new firefighters/EMTs, accompanied by Chief Prinz, followed by a group picture.

Thereupon Fiscal Officer Jones administered the Oath of Office to Officer Marling, accompanied by Chief Herzog and Assistant Chief Rebholz.

Presentations

Matthew Haverkos, Director of the Butler County Emergency Management Agency explained the agency's purpose, operations, and resources.

Action Items – For Approval by Motion

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve the Trustee Meeting Minutes for April 11, 2023. Discussion: none. **Motion carried unanimously.**

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

Ms. Brown submitted the following requisitions greater than \$7,500:

Requisitions – Greater than \$7,500.00

1. Adm \$58,528.79 Frost Brown Todd LLC - Legal Services through March 31, 2023
(various departments)
2. Adm \$29,275.40 EMCOR Facilities Services, Inc. - Repair administration lobby
flooring, patch and paint walls (CIP# 1838)
3. Fire \$75,586.42 Bound Tree Medical LLC - Purchase EMS supply items for annual
bulk order
4. Fire \$16,295.75 Penn Care, Inc. - Purchase EMS supply items for annual bulk order
5. Fire \$11,598.00 Teleflex LLC - Purchase EMS supply items for annual bulk order
6. Fire \$9,623.50 Stryker Sales LLC - Purchase EMS supply items for annual bulk order
7. Police \$162,263.45 Meridian Rapid Defense Group LLC - Purchase vehicle barricade
system (CIP# 1831) April 25, 2023
8. Services \$147,320.00 Treasurer, State of Ohio - Install Crescentville Road Overpass
decorative fence (CIP# 1746)
9. Services \$85,586.46 Tennant Sales and Service Company - Purchase MM30
Sweeper/Scrubber (CIP# 1374)
10. Services \$48,225.00 Kings Ford, Inc. - Purchase 2023 Ford F350 truck cab and chassis
(CIP# 1867)
11. Services \$16,426.00 Mills Fence Company, Inc. - Replace fence behind Administration
Building
12. Services \$15,252.00 Superior Implement Supply Co - Purchase Grasshopper Mower
(CIP# 1405)

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve payment of requisitions 1 through 12. Discussion: In response to Mr. Welch's question, Chief Herzog commented that they were not trading in the current sweeper/scrubber. Ms. Brown said she'd find out the basis for the discounted purchase price. **Motion carried unanimously.**

Business Items

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve contract agreement between West Chester Township Board of Trustees and HR Partners International, Inc. not to exceed \$22,000.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval. Discussion: Ms. Brown said HR policies should be reviewed about every 10 years. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to authorize Township Administrator to enter into energy supply service agreement for West Chester Township street lighting districts for a term not to exceed 24 months, commencing in May 2023; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve Environmental Covenant between West Chester Township Board of Trustees, The Nature Conservancy and Ohio Environmental Protection Agency for the purpose of subjecting certain property to activity and use limitations; and, authorize Township Administrator to make non-substantive changes with Law Director approval. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to apply for the 2024 Ohio Traffic Safety Office Impaired Driving and Selective Traffic Enforcement Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve First Amendment to Project Partner Agreement between West Chester Township Board of Trustees and The Nature Conservancy for wetland mitigation on Township land; and, authorize Township Administrator to negotiate all documents necessary to effectuate and execute agreement with Law Director approval. Discussion: In response to Mr. Welch’s question, Ms. Brown said the agreement included a trail, however more trails could subsequently be created with approval. In response to Mrs. Becker’s question, Ms. Brown said the township Services personnel will do the mitigating. Mrs. Becker asked her to have the Services Department review the agreement to be sure their needs are addressed. **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

Mr. Welch suggested we look into the use of “speed pillows” in order to curb speeding on select streets, noting they’re used in Cincinnati.

Mr. Wong said he’s done some research and our property taxes are going up 24%, on top of the recent 20% increase. He said neither the Ohio Liquor Commission or the Ohio Lottery have an audit. Mr. Wong said Ohio is getting more money and it’s corrupt when government justifies its

expenditures, adding that Ohio is one of the most corrupt states. He said people are distracted by other issues, and no one is getting a 44% raise to match the increased property valuations.

Mr. Jones suggested, when there's a police and/or fire department hire or promotion, the agenda is built with the Personnel Items toward the beginning, rather than amending the agenda each time. In response to his question, Ms. Brown said the decorative fencing on the Crescentville Road overpass approved that evening will look similar to the design on the West Chester Road overpass decorative fencing. Mr. Jones suggested anyone playing pickleball for the first time have some physical conditioning before playing in order to avoid injury. He suggested Mrs. Becker use a timer for Citizens Comments in order to have uniformity and fairness. He concluded by commenting on the property valuation issue, saying the county was sponsoring a roundtable with our legislatures the following week to see if they can identify a legislative solution. Mr. Jones gave a very general overview of the property tax structure, and suggested Mr. Wong research the matter by looking at the last meeting video in which he, Mr. Jones, gave a very general overview of the property tax structure. He also lamented the hardship created on mortgagees with escrow accounts by lenders.

Ms. Brown observed that Services Director Arun Hindupur just became a father.

Adjournment

MOTION made at 7:19 p.m. by Mr. Welch, seconded by Mr. Wong, to adjourn the April 25, 2023 Regular meeting. Discussion: none. **Motion carried unanimously.**

Respectfully Submitted,

Approved,

Bruce Jones, Fiscal Officer

Ann Becker, Chairperson

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve payment of bills - April 14, 2023 through April 27, 2023

Background:

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 : 04/14/23
ENDING CHECK DATE : 04/20/23
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 04/14/23 - 04/20/23

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	83064	\$4249.82	04/14/23	00615		4 ALTAFIBER			S OUTSTANDING
		2960.52	210-FD00-5501-000-000000			T-1 APR 23	D133498498	APR 23	
		185.35	101-AD00-5501-000-000000			T-1 APR 23			
		76.35	209-PD00-5501-000-000000			T-1 APR 23			
		5.80	207-TV00-5501-000-000000			T-1 APR 23			
		21.98	203-RD00-5501-000-000000			T-1 APR 23			
		90.63	209-PD00-5501-000-000000			PD WIFI 04/01/23-04/30/23	1164535201	APR 23	
		40.00	101-PK04-5501-000-000000			KP WIFI 04/01/23-04/30/23	1183476674	APR 23	
		74.98	210-FD00-5501-000-000000			FD WIFI 04/01/23-04/30/23	121-4393	APR 23	
		98.98	210-FD00-5501-000-000000			FD WIFI 04/01/23-04/30/23	127-1428	APR 23	
		95.73	101-PK11-5501-000-000000			860-1946 04/05/23-05/04/23	860-1946	APR 23	
		98.45	210-FD00-5501-000-000000			860-5544 04/05/23-05/04/23	860-5544	APR 23	
		74.75	101-PK13-5501-000-000000			860-9226 04/05/23-05/04/23	860-9226	APR 23	
		195.71	210-FD00-5501-000-000000			874-2443 04/05/23-05/04/23	874-2443	APR 23	
		74.98	210-FD00-5501-000-000000			FD WIFI 04/01/23-04/30/23	122-6977	APR 23	
		74.98	210-FD00-5501-000-000000			FD WIFI 04/01/23-04/30/23	127-7424	APR 23	
		80.63	203-RD00-5501-000-000000			RD WIFI 04/01/23-04/30/23	131-2728	APR 23	
4	83065	\$1826.25	04/14/23	00087		9 BUTLER COUNTY PROSECUTOR'S OFFICE			S OUTSTANDING
		1826.25	262-PD00-4354-GEN-BCPROS			JAILLEN M TEAGUE CASE 19-838	CASE #19-838		
4	83066	\$183407.71	04/14/23	00094		1 BUTLER TECH & CAREER DEV SCHOOLS			S CLEARED
		111199.70	219-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022	04/11/23		
		37532.94	217-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022			
		2378.74	216-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022			
		24988.69	215-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022			
		4920.02	214-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022			
		2387.62	213-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022			
4	83067	\$150.00	04/14/23	03901		0 ARIN SINGER-BONK			S OUTSTANDING
		150.00	101-HR00-5604-000-000000			EMPLOYEE COOKIE BOXES	379881		
4	83068	\$404.50	04/14/23	03301		0 FABRICARE TEXTILES LLC			S OUTSTANDING
		404.50	210-FD00-5472-000-000000			DRY CLEANING MAR 23	21614-FIRE-MAR23		
4	83069	\$769.47	04/14/23	00641		1 DUKE ENERGY			S CLEARED
		769.47	507-LT21-5504-000-000000			GLEN MOOR LTG DIST	930000024706	APR23	
4	83070	\$1012.37	04/14/23	01334		0 DUKE ENERGY			S CLEARED
		1012.37	101-AD00-5504-000-ACTCTR			7900 COX 3/15/23-4/4/23 FINAL	910118287374	APR23	
4	83071	\$232.07	04/14/23	00256		0 FED EX			S OUTSTANDING
		58.07	210-FD00-5373-000-000000			SHIPPING CHARGES	8-083-77831		
		174.00	210-FD00-5373-000-000000			SHIPPING CHARGES	395834253063		
4	83072	\$8099.60	04/14/23	02837		0 FIRST FINANCIAL BANK CREDIT CARD			S CLEARED
		741.24	210-FD00-5341-000-000000			FIRE EMS BOOKS (9)	FIREEMSBOOKS	3/16	
		34.98	210-FD00-5453-000-000000			FHQ RECEPTION PT/FT HIRES	WALMART	2/28	
		65.53	210-FD00-5453-000-000000			STANDARD PROPOSAL LUNCH MTG	JERSEY	2/28/23	
		1019.00	210-FD00-5341-000-000000			FRODGE FDIC INTL TRNG APR 23	FDIC	3/1/23	

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 04/14/23 - 04/20/23

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	INVOICE #	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #	TYPE INV VEND
		443.50	211-EM00-5317-000-000000			ALL STA EMS TDDD LIC/E-LIC2023	BDPHARMACY 3/2/23	
		422.30	210-FD00-5353-000-000000			STA 72 REPLACE FLAGPOLE WINCH	ACME 3/24/23	
		126.29-	210-FD00-5341-000-000000			CREDIT INV HANAUER/PICKERING	NUCAR 3/29/23	
		41.99	209-PD00-5401-000-000000			ARM/RECOIL PAD	CABSTORE 2/27/23	
		470.91	209-PD00-5341-000-000000			HERZOG COMMAND PRESENCE TRNG	COMMANDPRES 3/7	
		8.65	209-PD00-5373-000-000000			SHIPPING BADGE REPAIR	USPS 3/10/23	
		121.92	209-PD00-5453-000-000000			WCPD/CINTI JOINT CDRU TRNG	COSTCO 3/13/23	
		569.84	209-PD00-5453-000-000000			WCPD/CINTI JOINT CDRU TRNG	LAROSAS 3/15/23	
		5.99	209-PD00-5453-000-000000			WCPD/CINTI JOINT CDRU TRNG	UDF 3/13/23	
		141.20	209-PD00-5341-000-000000			BECK CLEE 3/14-16	DRURYCOL 3/14/23	
		131.88	209-PD00-5341-000-000000			BECK CLEE 3/14-16	DRURYINN 3/15/23	
		87.26	209-PD00-5455-000-000000			UNIT 6864 DOOR HINGE/SHIPPING	GROUNDUP 3/15/23	
		234.90	209-PD00-5351-000-000000			UNITS K1814/K1819 WINDOW DEFLE	WEATHERTECH 3/16	
		199.30	209-PD00-5604-000-000000			WC COMMUNICATIONS BCKPACK (15)	POSITIVEPROM 3/20	
		539.00	209-PD00-5341-000-000000			TIVIN INVESTIGATIVE ANALYSIS	FAIRFIELD 3/25/23	
		3.50	262-PD00-5317-000-000000			OH PHARM E-LICENSE FEE	ELICENSE 3/23/23	
		440.00	262-PD00-5317-000-000000			OH PHARM E-LIC 1/31/23-1/30/24	BDPHARMACY 3/23	
		596.00	209-PD00-5341-000-000000			UAV PART 107 COURSE (4)	PILOTINST 3/27/23	
		909.46	209-PD00-5401-000-000000			SWAT/VORTEX DIAMONDBACK HD(2)	CABSTORE 3/28/23	
		3.50	211-EM00-5317-000-000000			ALL STA TDD BD PHARM LIC FEE	ELIC 3/2/23	
		120.00	211-EM00-5317-000-000000			ALL STA TDD BD PHARM LIC	BDPHARM 3/2/23	
		3.50	211-EM00-5317-000-000000			ALL STA TDD BD PHARM LIC FEE	ELIC 3/2/23	
		120.00	211-EM00-5317-000-000000			ALL STA TDD BD PHARM LIC	BDPHARM 3/2/23	
		688.00	211-EM00-5319-000-000000			MEDICARE RE-VALIDATION FEE	CMSMEDICARE 3/22	
		37.11	209-PD00-5341-000-000000			CIS/TIVIN INVEST TRNG FUEL	HIGHWAY48 3/19/23	
		25.43	209-PD00-5341-000-000000			CIS/TIVIN INVEST TRNG FUEL	MURPHY 3/24/23	
4	83073	\$946.33	04/14/23	00585		0 GRAINGER INC.		S CLEARED
		22.35	101-SV00-5455-000-000000			ALKALINE EQUIP BATTERIES (36)	9643241848	
		24.65	209-PD00-5353-000-000000			SSC PARKING LOT BULBS	9626338629	
		4.21	101-AD00-5353-000-000000			SSC PARKING LOT BULBS		
		28.86	201-RD00-5353-000-000000			SSC PARKING LOT BULBS		
		2.40	101-CD00-5353-000-000000			SSC PARKING LOT BULBS		
		49.30	209-PD00-5353-000-000000			SSC PARKING LOT BULBS	9629375297	
		8.42	101-AD00-5353-000-000000			SSC PARKING LOT BULBS		
		57.72	201-RD00-5353-000-000000			SSC PARKING LOT BULBS		
		4.80	101-CD00-5353-000-000000			SSC PARKING LOT BULBS		
		281.95	210-FD00-5455-000-000000			8 FT. PLATFORM STEPLADDER	9438135688	
		198.72	210-FD00-5455-000-000000			48" LINEAR FLUROES BULBS (108)	9438135676	
		262.95	101-PK11-5353-000-000000			MB FLUSH VALVE MODULE/BATTERY	9652588584	
4	83074	\$161.40	04/14/23	FD000		67 JASON HANAUER		S OUTSTANDING
		161.40	210-FD00-5341-000-000000			MANAGE DISCIPLINARY CHALLENGES	HANAUER 3/31/23	
4	83075	\$225.00	04/14/23	02861		0 HASTINGS AIR ENERGY CONTROL		S CLEARED
		225.00	210-FD00-5352-000-000000			VEH 815 (ENGINE 74) REPAIR	PS-10000934	
4	83076	\$75.50	04/14/23	00353		0 JOHN DSUBAN SPRING SERVICE		S CLEARED
		75.50	201-RD00-5351-000-000000			TRUCK 8 SLACK ADJUSTER	0153124-IN	

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 04/14/23 - 04/20/23

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS	
								TYPE INV	STATUS VEND
4	83077	\$400.75 235.41 102.90 62.44	04/14/23 211-EM00-5351-000-000000 210-FD00-5351-000-000000 210-FD00-5351-000-000000	02282		0 K&M TRUCK, TRAILER & AUTO REPAIR VEH 319 OIL/FILTERS VEH 1221 OIL/FILTERS VEH 912 OIL/FILTERS	7112 7109 7118	S	OUTSTANDING
4	83078	\$165.00 165.00	04/14/23 211-EM00-5352-000-000000	00409		0 MCCLUSKEY CHEVROLET INC. VEH 220 IMPACT SENSOR	526038	S	CLEARED
4	83079	\$1600.00 1600.00	04/14/23 209-PD00-5319-000-000000	00427		0 MIAMI VALLEY REGIONAL CRIME LAB OVI/DRUG TESTS 4TH QTR 2022	FTI000012948	S	OUTSTANDING
4	83080	\$1821.46 354.35 209.71 97.25 173.65 280.91 565.50 71.05 22.68 46.36	04/14/23 209-PD00-5351-000-000000 209-PD00-5351-000-000000 209-PD00-5351-000-000000 211-EM00-5352-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 211-EM00-5352-000-000000 211-EM00-5352-000-000000 210-FD00-5351-000-000000	02776		0 MIKE CASTRUCCI FORD INC UNIT 1734 ARMREST KEY FOB UNIT 1731 BRAKE ROTOR ASBLY UNIT 1731 BRAKE ROTOR ASY VEH 722 BUMPER VALANCE TRUCK U12 HYDRO BOOST TRUCK U12 HOSES/PUMP VEH 717 EXPANSION VALVE COOLANT CAP/MASTER CYLINDER UNIT 717 THERMOSTAT	134598 S230261 134606 134689 134762 134811 134822 134793 134905	S	CLEARED
4	83081	\$13726.58 2709.93 11016.65	04/14/23 203-RD00-5455-000-WINTER 203-RD00-5455-000-WINTER	03770		0 MORTON SALT INC SALT 31.54 TON SALT 128.22 TON	5402795583	S	OUTSTANDING
4	83082	\$12.88 12.88	04/14/23 101-PK04-5353-000-000000	00457		0 NOEL'S PLUMBING SUPPLY INC. KPW WATER FOUNTAIN BUSHINGS	0192976-IN	S	OUTSTANDING
4	83083	\$2325.00 2325.00	04/14/23 202-RD00-5355-000-WINTER	00605		0 OHIO MACHINERY CO WINTER LOADER RENTAL APR 23	RR0200078237	S	CLEARED
4	83084	\$5378.75 1129.54 1021.96 268.94 215.15 1237.11 645.45 645.45 107.58 107.57	04/14/23 101-AD00-5483-000-000000 101-CD00-5483-000-000000 201-RD00-5483-000-000000 207-TV00-5483-000-000000 209-PD00-5483-000-000000 210-FD00-5483-000-000000 211-EM00-5483-000-000000 209-DS00-5483-000-000000 210-DS00-5483-000-000000	02316		0 THE OHIO STATE UNIVERSITY VMWARE SUPPORT 05/23-05/24 VMWARE SUPPORT 05/23-05/24	CI-00176732	S	OUTSTANDING
4	83085	\$351.45 117.15 117.15 117.15	04/14/23 101-HR00-5604-000-000000 101-HR00-5604-000-000000 101-HR00-5604-000-000000	03630		0 PFMW LIBERTY LLC FITNESS MEMBERSHIPS (11) FITNESS MEMBERSHIPS (11) FITNESS MEMBERSHIPS (11)	1095 1094 1093	S	OUTSTANDING
4	83086	\$400.00 400.00	04/14/23 101-PK11-4207-CFS-000000	03945		0 HERBERT PLOGMAN BARN CANCELLATION-MB100123	55553 REFUND	S	CLEARED

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4	83087	\$30.00 30.00	04/14/23	00535		0 SUBURBAN PROPANE PROPANE TANK RENTAL 2023	70204	S OUTSTANDING
4	83088	\$600.00 600.00	04/14/23	00607		1 TREASURER OF STATE LEADS TERMINAL FEES FEB 23	23L3433	S CLEARED
4	83089	\$13040.00	04/14/23	03835		0 TYLER TECHNOLOGIES INC		S CLEARED
		725.43	101-AD00-5482-000-000000			CIP 1807 ERP SOFTWARE	045-413488	
		22.25	101-CD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		52.29	201-RD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		11.13	207-TV00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		219.19	209-PD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		228.09	210-FD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		5.56	211-EM00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		20.03	209-DS00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		20.03	210-DS00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		6528.90	101-AD00-5482-000-000000			CIP 1807 ERP SOFTWARE	045-411938	
		200.27	101-CD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		470.64	201-RD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		100.14	207-TV00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		1972.69	209-PD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		2052.80	210-FD00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		50.07	211-EM00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		180.25	209-DS00-5482-000-000000			CIP 1807 ERP SOFTWARE		
		180.24	210-DS00-5482-000-000000			CIP 1807 ERP SOFTWARE		
4	83090	\$866.67	04/14/23	03759		0 UNIFIRST CORPORATION		S OUTSTANDING
		147.17	201-RD00-5472-000-000000			ROADS UNIFORMS 3/21/23	1340124159	
		83.87	101-PK00-5472-000-000000			PARKS UNIFORMS 3/21/23		
		16.34	101-SV99-5472-000-000000			FACILITY TECH UNIFORMS 3/21/23		
		8.16	101-PK00-5472-000-000000			UCB UNIFORMS 3/21/23		
		14.45	205-CE00-5472-000-000000			CEMETERY UNIFORMS 3/21/23		
		20.25	101-SV00-5472-000-000000			DELIVERY 3/21/23		
		15.96	201-RD00-5455-000-000000			TOWELS SHOP 3/21/23		
		32.52	101-PK00-5455-000-000000			TOWELS PARKS 3/21/23		
		145.48	201-RD00-5472-000-000000			ROADS UNIFORMS 3/28/23	1340127127	
		14.09	101-PK00-5472-000-000000			PARKS UNIFORMS 3/28/23		
		16.34	101-SV99-5472-000-000000			FACILITY TECH UNIFORMS 3/28/23		
		8.16	101-PK00-5472-000-000000			UCB UNIFORMS 3/28/23		
		14.45	205-CE00-5472-000-000000			CEMETERY UNIFORMS 3/28/23		
		8.25	101-SV00-5472-000-000000			DELIVERY 3/28/23		
		15.96	201-RD00-5455-000-000000			TOWELS SHOP 3/28/23		
		32.52	101-PK00-5455-000-000000			TOWELS PARKS 3/28/23		
		162.93	201-RD00-5472-000-000000			ROADS UNIFORMS 4/4/23	1340130213	
		14.09	101-PK00-5472-000-000000			PARKS UNIFORMS 4/4/23		
		16.34	101-SV99-5472-000-000000			FACILITY TECH UNIFORMS 4/4/23		
		8.16	101-PK00-5472-000-000000			UCB UNIFORMS 4/4/23		
		14.45	205-CE00-5472-000-000000			CEMETERY UNIFORMS 4/4/23		
		8.25	101-SV00-5472-000-000000			DELIVERY 4/4/23		

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		15.96	201-RD00-5455-000-000000			TOWELS SHOP 4/4/23		
		32.52	101-PK00-5455-000-000000			TOWELS PARKS 4/4/23		
4	83091	\$207.20	04/14/23	00582		0 VIP PRINTING CENTER		S CLEARED
		207.20	207-TV00-5371-000-000000			SUMMER EVENT FLYERS (11X4)	35173	
4	83092	\$950.00	04/14/23	00591		0 WERLING INC.		S OUTSTANDING
		950.00	210-FD00-5354-000-000000			STA 71 GUTTER REPAIR	BID 1	
4	83093	\$300.58	04/20/23	00615		4 ALTAFIBER		S OUTSTANDING
		125.70	210-FD00-5501-000-000000			682-2529 04/11/23-05/10/23	682-2529 APR 23	
		174.88	101-AD00-5501-000-000000			779-0071 04/08/23-05/07/23	779-0071 APR 23	
4	83094	\$120.65	04/20/23	AD000		36 LISA BROWN		S OUTSTANDING
		120.65	101-AD00-5341-000-000000			OCMA ANNUAL CONFERENCE 2023	BROWN 04/14/23	
4	83095	\$127.89	04/20/23	00087		5 BUTLER COUNTY WATER & SEWER DEPARTMENT		S OUTSTANDING
		38.30	101-AD00-5503-000-ACTCTR			7900 COX RD 03/03/23-04/05/23	2000153 APR 23	
		67.78	210-FD00-5503-000-000000			7709 JOHN RD 03/02/23-04/04/23	2006330 APR 23	
		13.17	101-PK04-5503-000-000000			7411 BARRETT 03/02/23-04/04/23	2013795 APR 23	
		8.64	101-PK04-5503-000-000000			7211 BARRETT 03/03/23-04/05/23	2013796 APR 23	
4	83096	\$71.13	04/20/23	AD000		18 KELLIE BYRD		S OUTSTANDING
		71.13	101-AD00-5453-000-000000			SNACK GIFT BASKET TELECOMM WK	BYRD 04/18/23	
4	83097	\$4717.00	04/20/23	00641		2 DUKE ENERGY		S OUTSTANDING
		4717.00	507-LT03-5504-000-000000			WETHERINGTON GAS LIGHTS 2023	FRS-0046232	
4	83098	\$64.29	04/20/23	01334		0 DUKE ENERGY		S OUTSTANDING
		64.29	101-LT00-5504-000-000000			8026 LIBERTY 03/11/23-04/11/23	910134027453APR23	
4	83099	\$45.00	04/20/23	PD000		32 THOMAS GABBARD		S OUTSTANDING
		45.00	209-PD00-5317-000-000000			NOTARY REIMBURSEMENT	GABBARD 4/15/23	
4	83100	\$495.00	04/20/23	00753		0 GREAT AMERICAN FINANCIAL RESOURCES		S OUTSTANDING
		495.00	209-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL	04/21/23	
4	83101	\$2037.03	04/20/23	02690		0 MEDMUTUAL LIFE		S OUTSTANDING
		128.00	204-RD00-5222-000-000000			EMP LIFE INS MAY 23	031192138-1	
		16.00	205-CE00-5222-000-000000			EMP LIFE INS MAY 23		
		737.33	209-PD00-5222-000-000000			EMP LIFE INS MAY 23		
		658.64	210-FD00-5222-000-000000			EMP LIFE INS MAY 23		
		40.00	211-EM00-5222-000-000000			EMP LIFE INS MAY 23		
		40.00	207-TV00-5222-000-000000			EMP LIFE INS MAY 23		
		18.40	101-AD02-5222-000-000000			EMP LIFE INS MAY 23		
		5.20	101-AD03-5222-000-000000			EMP LIFE INS MAY 23		
		76.93	101-CD00-5222-000-000000			EMP LIFE INS MAY 23		
		7.47-	101-PK00-5222-000-000000			EMP LIFE INS MAY 23		
		88.40	209-DS00-5222-000-000000			EMP LIFE INS MAY 23		
		47.60	210-DS00-5222-000-000000			EMP LIFE INS MAY 23		

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		8.00	508-RD88-5222-000-000000			EMP LIFE INS MAY 23			
		40.00	101-SV00-5222-000-000000			EMP LIFE INS MAY 23			
		116.00	101-AD00-5222-000-000000			EMP LIFE INS MAY 23			
		6.00	204-RD00-5222-000-000000			EMP LIFE INS MAY 23			
		6.00	209-PD00-5222-000-000000			EMP LIFE INS MAY 23			
		6.00	210-FD00-5222-000-000000			EMP LIFE INS MAY 23			
		6.00	211-EM00-5222-000-000000			EMP LIFE INS MAY 23			
4	83102	\$94.37	04/20/23	PD000		107 TRAVIS OAKES			S OUTSTANDING
		94.37	209-PD00-5341-000-000000			POLYGRAPH ACADEMY	OAKES 3/21/23		
4	83103	\$102.68	04/20/23	PD000		73 ROBERT OBERMEYER			S OUTSTANDING
		102.68	209-PD00-5341-000-000000			INT/INV TRNG MEALS	OBERMEYER 3/27/23		
4	83104	\$25976.50	04/20/23	00755		0 OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION			S OUTSTANDING
		2775.00	101-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL	OH DFRD 04/21/23		
		14123.32	209-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL			
		6628.18	210-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL			
		200.00	211-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL			
		1955.00	204-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL			
		295.00	207-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL			
4	83105	\$118.95	04/20/23	FD000		219 DAVID PICKERING			S OUTSTANDING
		118.95	210-FD00-5341-000-000000			MANAGE DISCIPLINARY CHALLENGES	PICKERING 4/10/23		
4	83106	\$9840.02	04/20/23	01329		0 SECURITY BENEFIT GROUP			S OUTSTANDING
		2070.02	101-0000-2252-000-000000			611021 DFRD COMP 04/21/23	611021 04/21/2023		
		2163.75	209-0000-2252-000-000000			611021 DFRD COMP 04/21/23			
		4618.75	210-0000-2252-000-000000			611021 DFRD COMP 04/21/23			
		693.75	211-0000-2252-000-000000			611021 DFRD COMP 04/21/23			
		93.75	204-0000-2252-000-000000			611021 DFRD COMP 04/21/23			
		200.00	508-0000-2252-000-000000			611021 DFRD COMP 04/21/23			
4	83107	\$6869.95	04/20/23	00577		0 VERIZON WIRELESS			S OUTSTANDING
		436.45	101-AD00-5502-000-000000			CELL PHONE 03/09/23-04/08/23	9932039610		
		193.51	101-CD00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		162.52	101-SV00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		658.74	203-RD00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		40.63	205-CE00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		50.88	207-SR00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		242.74	207-TV00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		71.19	209-DS00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		71.20	210-DS00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		2731.31	209-PD00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
		2210.78	210-FD00-5502-000-000000			CELL PHONE 03/09/23-04/08/23			
4	166301	\$5478.66	04/14/23	03701		0 LINDSEY R WADE			T CLEARED
		5478.66	207-TV00-5373-000-000000			SPRING NEWSLETTER MAILING	17981		
4	166302	\$3842.50	04/14/23	00002		0 A & A SAFETY, INC.			T CLEARED

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #	INV VEND
		1180.00	201-RD01-5455-000-000000			66" FIBERGLASS RD MARKERS (40)	190526	
		2541.00	201-RD01-5455-000-000000			7' 2# GREEN CHANNEL POST (150)	190975	
		121.50	207-TV00-5371-000-000000			GUNS PROHIBITED STICKERS	191063	
4	166303	\$898.00	04/14/23	01532		0 A-PLUS CONCRETE & EXCAVATION LLC		T CLEARED
		588.00	201-RD00-5455-000-000000			SPELLMIRE TOPSOIL (28 YDS)	10035	
		56.00	205-CE00-5455-000-000000			SAND (1 YD)/WASHED GRAVEL(1YD)	10081	
		66.00	101-PK11-5353-000-000000			MB MULCH (2 YDS)	10096	
		132.00	101-PK11-5353-000-000000			MB BLACK MULCH (4 YDS)	10071	
		56.00	201-RD00-5455-000-000000			OAKCREST SINKHOLE TOPSOIL(2YD)	10077	
4	166304	\$44.97	04/14/23	00008		0 ACE HARDWARE W.C. INC.		T CLEARED
		6.02	201-RD00-5351-000-000000			RD BAY FLOOR ADHESIVE	34667/1	
		29.97	101-PK12-5353-000-000000			SQ FOUNTAIN BRASS NIPPLES (3)	34658/1	
		8.98	201-RD00-5353-000-000000			MIRROR HOLDER, DRILL BITS	34652/1	
4	166305	\$517.64	04/14/23	03337		0 AIRGAS, INC.		T CLEARED
		517.64	211-EM00-5455-000-000000			OXYGEN USE MAR 23	9995755879	
4	166306	\$1221.38	04/14/23	02035		0 AL-JOE'S INC		T CLEARED
		159.99	201-RD00-5401-000-000000			HAND HELD BLOWER	955235	
		897.54	101-PK00-5356-000-000000			JACOBSEN MOWER WHEELS (6)	954606	
		22.74	101-PK00-5356-000-000000			FUEL PRIMER BALL/CHAIN SHARPEN	955783	
		141.11	101-PK00-5356-000-000000			EXMARK MOWER DECK BELT	957237	
4	166307	\$708.81	04/14/23	03174		0 AMAZON FULLFILLMENT SERVICES INC.		T CLEARED
		78.50	201-RD00-5351-000-000000			PAINT SUPPLIES	1VPJ-GQ4F-9JP6	
		56.18	209-PD00-5455-000-000000			MISC OPERATING SUPPLIES	1KXW-946L-VFKG	
		47.81	201-RD00-5351-000-000000			FIBERGLASS REINFORCED FILLER	1DTR-PTLD-47YF	
		104.98	207-TV00-5401-000-000000			BLUE RAY DISCS	1DT9-6MKL-H4NC	
		33.05	207-TV00-5401-000-000000			HDMI CABLES	1NFQ-CDKD-67HN	
		258.30	207-TV00-5451-000-000000			CART, USB DRIVE, BLACKOUTS	1FM6-94G6-91WR	
		129.99	210-FD00-5351-000-000000			VEH 311 HEADLIGHT REPLACEMENT	1JXJ-7MX6-N76M	
4	166308	\$136.71	04/14/23	01136		0 B & H FOTO & ELECTRONICS CORP		T CLEARED
		136.71	207-TV00-5401-000-000000			CABLE REEL REPLACEMENT	211513700	
4	166309	\$749.20	04/14/23	00116		0 BETHART PRINTING SERVICES		T CLEARED
		749.20	207-TV00-5371-000-000000			SUMMER EVENT FLYERS (4X4)	54096	
4	166310	\$5542.10	04/14/23	00117		0 BETHESDA HEALTHCARE INC.		T CLEARED
		43.70	101-AD00-5221-000-000000			EAP FEB 23	9788-439375	
		6.90	101-PK00-5221-000-000000			EAP FEB 23		
		23.00	101-CD00-5221-000-000000			EAP FEB 23		
		9.20	101-SV00-5221-000-000000			EAP FEB 23		
		47.73	204-RD00-5221-000-000000			EAP FEB 23		
		4.60	205-CE00-5221-000-000000			EAP FEB 23		
		11.50	207-TV00-5221-000-000000			EAP FEB 23		
		220.22	209-PD00-5221-000-000000			EAP FEB 23		
		231.14	210-FD00-5221-000-000000			EAP FEB 23		

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION		TYPE
								INV VEND
		23.93	209-DS00-5221-000-000000			EAP FEB 23		
		12.88	210-DS00-5221-000-000000			EAP FEB 23		
		2.30	508-RD88-5221-000-000000			EAP FEB 23		
		1979.00	210-FD00-5319-000-000000			FT ANNUAL PHYSICALS	6280-432289	
		2926.00	210-FD00-5319-000-000000			FT ANNUAL PHYSICALS	6280-440212	
4	166311	\$265.00	04/14/23	02836		0 BLUST MOTOR SERVICE, INC.		T CLEARED
		265.00	201-RD00-5351-000-000000			TRUCK 8 BRAKE CHAMBERS	01P9880	
4	166312	\$610.00	04/14/23	00394		0 COHEN & ASSOCIATES		T CLEARED
		610.00	210-FD00-5323-000-000000			PSYCHOMETRIC-RIELAGE	9241	
4	166313	\$516.42	04/14/23	00192		0 OHIO NEWSPAPERS INC		T CLEARED
		396.72	101-AD00-5372-000-000000			LEGAL AD-RES 09-14 2023	I00784888-0305202	
		119.70	101-CD00-5372-000-000000			LEGAL AD 2023 APRIL BZA	I00787078	
4	166314	\$800.00	04/14/23	00211		0 DAUM & ASSOCIATES		T CLEARED
		400.00	209-PD00-5323-000-000000			PSYCH TEST-CHENOWETH	23-0321-WC	
		400.00	209-PD00-5323-000-000000			PSYCH TEST-FILLIOS	23-0404-WC	
4	166315	\$313.70	04/14/23	02936		0 DOCUMENT DESTRUCTION		T CLEARED
		313.70	101-CD00-5317-000-000000			DOCUMENT SHREDDING	167116	
4	166316	\$51065.56	04/14/23	00634		0 EMCOR FACILITIES SERVICES INC		T CLEARED
		15075.22	209-PD00-5353-000-000000			SSC FACILITY MAINT JAN 23	593772A	
		2777.52	101-AD00-5353-000-000000			SSC FACILITY MAINT JAN 23		
		5892.52	201-RD00-5353-000-000000			SSC FACILITY MAINT JAN 23		
		2314.60	101-CD00-5353-000-000000			SSC FACILITY MAINT JAN 23		
		5219.20	101-AD00-5353-000-000000			AD FACILITY MAINT JAN 23	593773	
		711.71	207-TV00-5353-000-000000			AD FACILITY MAINT JAN 23		
		1197.69	209-DS00-5353-000-000000			CIT FACILITY MAINT JAN 23	593774	
		1197.69	210-DS00-5353-000-000000			CIT FACILITY MAINT JAN 23		
		2395.39	101-AD00-5353-000-000000			CIT FACILITY MAINT JAN 23		
		822.22	205-CE00-5353-000-000000			CE FACILITY MAINT JAN 23	593777	
		942.22	101-PK11-5353-000-000000			MB FACILITY MAINT JAN 23	593776	
		339.34	101-PK03-5353-000-000000			BP FACILITY MAINT JAN 23		
		72.43	101-PK04-5353-000-000000			KP FACILITY MAINT JAN 23		
		59.32	101-PK12-5353-000-000000			SQ FACILITY MAINT JAN 23		
		935.86	209-PD00-5353-000-000000			SSC JANITORIAL SUPPLIES JAN 23	593778B	
		184.10	101-AD00-5353-000-000000			SSC JANITORIAL SUPPLIES JAN 23		
		260.81	201-RD00-5353-000-000000			SSC JANITORIAL SUPPLIES JAN 23		
		153.42	101-CD00-5353-000-000000			SSC JANITORIAL SUPPLIES JAN 23		
		333.33	101-PK00-5455-000-000000			ROLL OFF DUMPSTER RENTAL		
		3544.44	201-RD00-5353-000-000000			CARPET RDS REPLACE (4 OFFICES)	593778A	
		6636.53	210-FD00-5353-000-000000			FACILITY MAINTENANCE NOV 22	592307	
4	166317	\$746.25	04/14/23	03351		0 EMERSON DESIGN, LLC		T CLEARED
		746.25	210-FD00-5319-000-000000			RESPONSE TIME ANALYSIS	022201-004	
4	166318	\$348.80	04/14/23	02280		0 FIEHRER MOTORS, INC.		T CLEARED

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		174.40	201-RD00-5351-000-000000			U37 EMOTE START INSTILLATION	12329	
		174.40	201-RD00-5351-000-000000			U38 REMOTE START INSTILLATION	12330	
4	166319	\$680.02	04/14/23	02825		0 FIRST CHOICE COFFEE SERVICES		T CLEARED
		66.46	201-RD00-5453-000-000000			RD COFFEE SERVICE	270537	
		215.91	209-PD00-5453-000-000000			COFFEE	269876	
		113.43	210-FD00-5453-000-000000			COFFEE FD	269872	
		253.27	101-AD00-5453-000-000000			COFFEE	269875	
		15.48	209-DS00-5453-000-000000			BOTTLED WATER APR 23	271377	
		15.47	210-DS00-5453-000-000000			BOTTLED WATER APR 23		
4	166320	\$768.00	04/14/23	03025		0 FIRST IN-LAST OUT FIRE & SAFETY EQUIPMENT LLC		T CLEARED
		768.00	210-FD00-5357-000-000000			THERMAL IMAGING CAMERA/LANYARD	2374	
4	166321	\$74937.80	04/14/23	00273		0 FROST BROWN TODD LLC		T CLEARED
		27787.10	101-AD00-5311-000-000000			LEGAL FEES THROUGH 2/28/23	210347031	
		264.00	201-RD00-5311-000-000000			LEGAL FEES THROUGH 2/28/23		
		7230.00	209-PD00-5311-000-000000			LEGAL FEES THROUGH 2/28/23		
		10659.00	210-FD00-5311-000-000000			LEGAL FEES THROUGH 2/28/23		
		21487.20	209-PD00-5311-000-000000			LEGAL FEES THROUGH 2/28/23	210347213B	
		7510.50	209-PD00-5311-000-000000			LEGAL FEES THROUGH 2/28/23	210347221B	
4	166322	\$1656.08	04/14/23	00280		0 GATEWAY TIRE COMPANY INC.		T CLEARED
		708.08	210-FD00-5352-000-000000			VEH 1218 TIRES (4)	30-0510853	
		948.00	211-EM00-5352-000-000000			VEH 220 TIRES (4)	30-0513412	
4	166323	\$2544.16	04/14/23	03447		0 HERITAGE FIRE EQUIPMENT LLC		T CLEARED
		756.79	210-FD00-5352-000-000000			VEH 311 MISC SEAT PARTS	7898	
		1787.37	210-FD00-5352-000-000000			VEH 610 MISC PARTS	7983	
4	166324	\$647.09	04/14/23	02798		0 INDUSTRIAL FASTENER SUPPLY		T CLEARED
		215.70	209-PD00-5351-000-000000			VEHICLE NUTS/BOLTS/CLAMPS	163199	
		107.85	210-FD00-5351-000-000000			VEHICLE NUTS/BOLTS/CLAMPS		
		107.85	211-EM00-5351-000-000000			VEHICLE NUTS/BOLTS/CLAMPS		
		215.69	201-RD00-5351-000-000000			VEHICLE NUTS/BOLTS/CLAMPS		
4	166325	\$2040.00	04/14/23	01300		0 THE KLEINGERS GROUP, INC.		T CLEARED
		2040.00	219-0000-5701-000-000000			CIP 1221 SURVEY/DESIGN	81788	
4	166326	\$3871887.69	04/14/23	00381		0 LAKOTA LOCAL SCHOOL DISTRICT		T CLEARED
		2347517.21	219-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022	1396	
		792351.39	217-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022		
		50217.08	216-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022		
		527531.78	215-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022		
		103865.59	214-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022		
		50404.64	213-0000-5607-000-000000			TIF REIMB 1ST HALF TY 2022		
4	166327	\$17.93	04/14/23	00552		0 THE MCLEAN CO		T CLEARED
		57.93	201-RD00-5356-000-000000			CIMLINE FUEL GAUGE	340913	
		40.00-	201-RD00-5356-000-000000			CREDIT INV 340913	340955	

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4	166328	\$49.42 19.74 29.68	04/14/23	02441		0 MENARD, INC. TAPCON ANCHERS (8) STA 71 TOILET ADHESIVE	61003 61505	T	CLEARED
4	166329	\$913.50 456.75 456.75	04/14/23	00442		0 MOTOROLA SOLUTIONS, INC. PORTABLE RADIO BATTERIES (6) PORTABLE RADIO BATTERIES (6)	1810122755	T	CLEARED
4	166330	\$1253.15 337.50 47.95 20.00 156.00 232.90 458.80	04/14/23	00447		0 MURPHY SUPPLY COMPANY STATION SUPPLIES SOAP DISPENSER TKO CLNR MB FLOOR SCRUBBER PADS FORKS/SPOONS TRASH LINERS/GLOVES JANITORIAL SUPPLIES	205223 205188 205901 205811	T	CLEARED
4	166331	\$640.83 21.20 129.99 90.38 475.35 14.29 90.38-	04/14/23	03478		0 O'REILLY AUTO ENTERPRISES LLC MECHANIC WIRE UNIT 1635 BRAKE KITS TRUCK U29 FRONT/REAR BRAKE PAD VEH 515 BATTERIES VEH 815 HEATER FITTINGS CREDIT INV 1738-241848	1738-243944 1738-242547 1738-241848 1738-246225 5638-252443 1738-241906	T	CLEARED
4	166332	\$300.00 300.00	04/14/23	03934		0 ODACS LLC MOBILE ON CALL DRUG TESTING	17167	T	CLEARED
4	166333	\$155.04 155.04	04/14/23	03831		0 ODP BUSINESS SOLUTIONS LLC OFFICE SUPPLIES	302198275001	T	CLEARED
4	166334	\$195.00 195.00	04/14/23	00474		0 ONE STOP TOOL RENTAL PD SALLY PORT GEORGIA BUGGY	48932-1	T	CLEARED
4	166335	\$1524.00 343.75 417.75 762.50	04/14/23	00475		0 OVERHEAD DOOR OF CINCINNATI INC. STA 71 GARAGE DOOR REPAIR STA 75 BAY DOOR REPAIR STA 71 BAY DOOR REPAIR	937554 936822 938836	T	CLEARED
4	166336	\$1892.09 926.49 965.60	04/14/23	03908		0 PF STAFFLING LLC TEMP HIRE W/E 03/18/23 TEMP HIRE W/E 03/25/23	0318WCT23 0325WCT23	T	CLEARED
4	166337	\$1000.00 1000.00	04/14/23	03853		0 QUADIANT FINANCE USA INC POSTAGE MAR 23	03/27/23	T	CLEARED
4	166338	\$2035.54 2035.54	04/14/23	00519		0 SIGNCO/STYLECRAFT, INC. UNIFORMS - DEPARTMENT ISSUED	081175	T	CLEARED
4	166339	\$115.98	04/14/23	00800		0 SIGNS BY TOMORROW		T	CLEARED

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		115.98	207-TV00-5371-000-000000			SENIOR VAN VEHICLE MAGNET	22234	
4	166340	\$740.56	04/14/23	01208		0 SITEONE LANDSCAPE SUPPLY HOLDING LLC		T CLEARED
		370.27	101-PK00-5455-000-000000			ROUND-UP QUICK-PRO (2)	127809231-001	
		185.15	205-CE00-5353-000-000000			ROUND-UP QUICK-PRO (1)		
		185.14	508-RD88-5455-000-000000			ROUND-UP QUICK-PRO (1)		
4	166341	\$1100.00	04/14/23	03228		0 SMYRNA READY MIX CONCRETE		T CLEARED
		1100.00	209-PD00-5353-000-000000			PD SALLY PORT FLOW FILL (10YD)	1020349460	
4	166342	\$709.90	04/14/23	00761		0 STAPLES INC		T CLEARED
		154.21	209-DS00-5354-000-000000			OFFICE CHAIR	3530918901	
		154.21	210-DS00-5354-000-000000			OFFICE CHAIR		
		96.74	209-DS00-5451-000-000000			OFFICE SUPPLIES		
		96.73	210-DS00-5451-000-000000			OFFICE SUPPLIES		
		9.86	209-DS00-5451-000-000000			OFFICE SUPPLIES	3530918902	
		9.86	210-DS00-5451-000-000000			OFFICE SUPPLIES		
		176.25	101-CD00-5451-000-000000			OFFICE SUPPLIES	3533802592	
		12.04	101-CD00-5451-000-000000			OFFICE SUPPLIES	3533802595	
4	166343	\$306.80	04/14/23	03928		0 WALTER F. STEPHENS JR., INC.		T CLEARED
		306.80	210-FD00-5472-000-000000			BLACKINGTON 15/16 INCH COLLAR	0086910	
4	166344	\$541.24	04/14/23	02609		0 STIGLER SUPPLY CO.		T CLEARED
		183.04	210-FD00-5455-000-000000			STATION SUPPLIES	430387-1	
		358.20	210-FD00-5455-000-000000			STATION SUPPLIES	430387	
4	166345	\$467.40	04/14/23	01033		0 TENNANT SALES AND SERVICE COMPANY		T CLEARED
		272.10	201-RD00-5356-000-000000			7400 TENNANT SWEEPER PARTS	919434178	
		195.30	201-RD00-5356-000-000000			7400 TENNANT SWEEPER PARTS	919471287	
4	166346	\$812.50	04/14/23	03785		0 BENJAMIN D. TERRIBILINI		T CLEARED
		812.50	207-TV00-5319-000-000000			SRV 1/4,1/6,1/7,1/10,1/25,2/3,	7	
4	166347	\$279.00	04/14/23	02375		0 TOOL HOUSE INC.		T CLEARED
		279.00	201-RD00-5401-000-000000			IMPACT WRENCH	22701	
4	166348	\$144.79	04/14/23	03385		0 TRIAD TECHNOLOGIES, LLC.		T CLEARED
		96.45	201-RD00-5356-000-000000			7400 TENNANT SWEEPER FITTINGS	61702997	
		48.34	201-RD00-5351-000-000000			COUNTY VACTOR TRUCK HOSE	61702999	
4	166349	\$1069.00	04/14/23	03340		0 TRIPLE S TIRE COMPANY, INC.		T CLEARED
		1069.00	201-RD00-5357-000-000000			S220 BOBCAT TIRES (4)	132303	
4	166350	\$909.17	04/14/23	02725		0 VERCOM SYSTEMS INC		T CLEARED
		675.00	101-AD00-5319-000-000000			AFTER HOURS EMERGENCY SUPPORT	INV-68990	
		234.17	101-AD00-5319-000-000000			AFTER HOURS EMERGENCY SUPPORT	INV-69311	
4	166351	\$118.44	04/14/23	01361		0 VIRGINIA AIR DISTRIBUTORS INC.		T CLEARED
		118.44	210-FD00-5353-000-000000			STA 71 HVAC REPAIR	42183683-00	

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4	166352	\$3603.96	04/14/23	00583		0 VOGELPOHL FIRE EQUIPMENT, INC.		T CLEARED
		2790.20	210-FD00-5455-000-000000			FIRE GLOVES (33)	4007050	
		524.39	210-FD00-5352-000-000000			VEH 820 PRO BAR HALLIGAN (2)	4007095	
		289.37	210-FD00-5352-000-000000			VEH 1118 ROM SWITCH/VALVE KIT	6002016	
4	166353	\$1500.00	04/14/23	03516		0 WEST CHESTER BASEBALL PARTNERSHIP INC		T CLEARED
		1500.00	101-AD00-5601-000-000000			DON CRAIN SPONSORSHIP 2023	23CRAIN	
4	166354	\$77.50	04/14/23	01387		0 WHITE CAP LP		T CLEARED
		77.50	201-RD00-5356-000-000000			QUICK CUT SAW CUT OFF WHEEL	10017775660	
4	166355	\$20.39	04/14/23	03029		0 WINSTEL CONTROLS INC		T CLEARED
		13.71	101-SV99-5455-000-000000			COUPLINGS/REDUCER/VIBRO PAD	1087247	
		6.68	101-AD00-5353-000-000000			AD BOILER FLANGE GASKETS	1088181	
4	166356	\$3434.55	04/20/23	00012		0 ADP, INC.		T CLEARED
		179.51	101-AD00-5319-000-000000			PAY END 03/18/23 - 04/01/23	630541272	
		35.90	101-AD02-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		11.97	101-AD03-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		131.64	101-CD00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		47.87	101-PK00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		47.87	101-SV00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		224.37	204-RD00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		35.90	205-CE00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		59.84	207-TV00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		1241.58	209-PD00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		1133.88	210-FD00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		68.81	211-EM00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		11.97	508-RD88-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		101.72	209-DS00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
		101.72	210-DS00-5319-000-000000			PAY END 03/18/23 - 04/01/23		
4	166357	\$1258.55	04/20/23	02469		0 AFLAC GROUP INSURANCE		T CLEARED
		110.60	101-0000-2225-000-000000			GROUP 9325 - APR 2023	WCTWP-9325 APR23	
		98.15	101-0000-2226-000-000000			GROUP 9325 - APR 2023		
		166.09	209-0000-2225-000-000000			GROUP 9325 - APR 2023		
		204.21	209-0000-2226-000-000000			GROUP 9325 - APR 2023		
		314.89	210-0000-2225-000-000000			GROUP 9325 - APR 2023		
		297.98	210-0000-2226-000-000000			GROUP 9325 - APR 2023		
		32.86	204-0000-2225-000-000000			GROUP 9325 - APR 2023		
		16.74	204-0000-2226-000-000000			GROUP 9325 - APR 2023		
		17.03	207-0000-2225-000-000000			GROUP 9325 - APR 2023		
4	166358	\$451.35	04/20/23	02422		0 AFSCME OHIO COUNCIL 8, LOCAL 3975		T CLEARED
		53.10	101-0000-2251-000-000000			UNION DUES 04/21/23 PAYROLL	04/21/23 DUES	
		13.26	209-0000-2251-000-000000			UNION DUES 04/21/23 PAYROLL		
		13.28	210-0000-2251-000-000000			UNION DUES 04/21/23 PAYROLL		
		13.28	211-0000-2251-000-000000			UNION DUES 04/21/23 PAYROLL		
		305.33	204-0000-2251-000-000000			UNION DUES 04/21/23 PAYROLL		

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		26.55	508-0000-2251-000-000000			UNION DUES 04/21/23 PAYROLL			
		26.55	205-0000-2251-000-000000			UNION DUES 04/21/23 PAYROLL			
4	166359	\$1867.50	04/20/23	00754		0 F.O.P. LODGE #186		T	CLEARED
		1867.50	209-0000-2251-000-000000			FOP LODGE 186 DUES 04/21/23	FOP 186 04/21/23		
4	166360	\$1800.00	04/20/23	02949		0 MIKE'S CARWASH		T	CLEARED
		1800.00	209-PD00-5351-000-000000			QUARTERLY FLEET CAR WASH (300)	52105		
4	166361	\$4930.39	04/20/23	02852		0 PRINCIPAL FINANCIAL GROUP		T	CLEARED
		634.72	101-0000-2222-000-000000			VOL LIFE INS MAY 23	1040669 MAY 2023		
		2019.71	209-0000-2222-000-000000			VOL LIFE INS MAY 23			
		1701.78	210-0000-2222-000-000000			VOL LIFE INS MAY 23			
		259.20	211-0000-2222-000-000000			VOL LIFE INS MAY 23			
		126.98	204-0000-2222-000-000000			VOL LIFE INS MAY 23			
		188.00	207-0000-2222-000-000000			VOL LIFE INS MAY 23			
4	166362	\$1970.00	04/20/23	03479		0 PRUDENTIAL RETIREMENT INSURANCE & ANNUITY CO		T	CLEARED
		1970.00	210-0000-2252-000-000000			GROUP ANNUITY 04/21/23 PAYROLL	003518 04/21/23		
4	166363	\$5460.00	04/20/23	03909		0 CITY OF TRENTON		T	CLEARED
		260.00	209-PD00-5112-000-000000			DETAIL-BUSHONG 4 HR	04/15/23 A		
		260.00	209-PD00-5112-000-000000			DETAIL-FLICK 4 HR	04/15/23 B		
		1625.00	209-PD00-5112-000-000000			DETAIL-FOLEY 25 HR	04/15/23 C		
		260.00	209-PD00-5112-000-000000			DETAIL-HAMILTON 4 HR	04/15/23 D		
		650.00	209-PD00-5112-000-000000			DETAIL-JOHNSON 10 HR	04/15/23 E		
		1397.50	209-PD00-5112-000-000000			DETAIL-ROOT 21.5 HR	04/15/23 F		
		780.00	209-PD00-5112-000-000000			DETAIL-SCHENCK 12 HR	04/15/23 G		
		227.50	209-PD00-5112-000-000000			DETAIL-SPINELLI 3.5 HR	04/15/23 H		
4	99230104	\$6.90	04/14/23	00319		0 HOME DEPOT		W	CLEARED
		6.90	210-FD00-5455-000-000000			MISC SUPPLIES	7622132		
4	99230105	\$83.20	04/14/23	00319		0 HOME DEPOT		W	CLEARED
		83.20	101-PK11-5353-000-000000			MB LIGHT BULBS (5)	2013095		
4	99230106	\$14.96	04/14/23	00319		0 HOME DEPOT		W	CLEARED
		14.96	101-PK04-5353-000-000000			KPW DRINK FOUNTAIN BRASS NIP	6013862		
4	99230107	\$438.41	04/14/23	00319		0 HOME DEPOT		W	CLEARED
		438.41	101-PK03-5353-000-000000			BPE SOCCER GOAL ANCHORS/STRAPS	8013647		
4	99230108	\$115.58	04/14/23	00319		0 HOME DEPOT		W	CLEARED
		115.58	201-RD00-5401-000-000000			RAKE/SHOVELS (2)	2013102		
4	99230109	\$4259.97	04/14/23	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		4259.97	210-FD00-5705-000-000000			CONF RM TVS (3)	COSTCO 3/31/23		
4	99230110	\$386.12	04/20/23	03159		0 CHARTER COMMUNICATIONS		W	CLEARED
		386.12	207-TV00-5506-000-000000			PI DATA 04/8/23 - 05/7/23	0198858040823		

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								TYPE INV VEND
4	99230111	\$62.90 62.90	04/20/23 209-PD00-5455-000-000000	00319		0 HOME DEPOT BREACH DOOR WOOD BOARDS (50)	6191896	W CLEARED
4	99230112	\$23.42 23.42	04/20/23 210-FD00-5481-000-000000	00319		0 HOME DEPOT CONF RM WALL ANCHORS (25PK)	1014511	W CLEARED
4	99230113	\$236.55 236.55	04/20/23 210-FD00-5354-000-000000	00780		0 LOWES STA 72 PIV PIT SUMP PUMP	910288	W CLEARED
TOTAL # OF ISSUED CHECKS:				44	TOTAL AMOUNT:		294,416.80	
TOTAL # OF WIRES:				10	TOTAL AMOUNT:		5,628.01	
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:				0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:				63	TOTAL AMOUNT:		4,072,632.01	
TOTAL # OF UNISSUED CHECKS:				0				

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
101	GENERAL	72,553.66	0.00
201	TOWNSHIP MOTOR VEHICLE TAX	20,439.14	0.00
202	MOTOR VEHICLE LICENSE TAX	2,325.00	0.00
203	GASOLINE TAX	14,487.93	0.00
204	ROAD & BRIDGE	2,936.76	0.00
205	CEMETERY	1,230.40	0.00
207	MULTI-MEDIA & MARKETING	10,353.12	0.00
209	POLICE LEVY	101,379.98	0.00
210	FIRE LEVY	74,911.25	0.00
211	EMS	6,534.00	0.00
213	CINCINNATI COLUMBUS TIF	52,792.26	0.00
214	TYLERS PLACE TIF SERVICE	108,785.61	0.00
215	CIN-DAY TIF SERVICE PAYMENTS	552,520.47	0.00
216	TYLERSVILLE TIF SERVICE PAYMEN	52,595.82	0.00
217	CBD TIF SERVICE PAYMENTS	829,884.33	0.00
219	747 TIF SERVICE PAYMENTS	2,460,756.91	0.00
262	DRUG LAW ENFORCEMENT	2,269.75	0.00
507	LIGHTING DISTRICT ASSESSMENTS	5,486.47	0.00
508	UCB LANDSCAPE DISTRICT	433.96	0.00
		=====	=====
	TOTAL -	4,372,676.82	0.00

REPORT PARAMETERS

ORGANIZATION : 001
BANK : 4
PRINT BY : CHECK DATE
SORT OPTION : CHECK #
PRINT DETAILS : Y
BEGINNING CHECK DATE : 04/21/23
ENDING CHECK DATE : 04/27/23
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 04/21/23 - 04/27/23

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	83108	\$343.01 171.51 171.50	04/25/23 209-PD00-5501-000-000000 210-FD00-5501-000-000000	00615		4 ALTAFIBER 755-3764 04/20/23-05/19/23 755-3764 04/20/23-05/19/23	755-3764 MAY 23	S	OUTSTANDING
4	83109	\$1338.33 50.73 6.92 23.08 7.69 3.01 10.53 10.53 112.38 78.26 88.39 15.59 10.39 114.31 379.28 105.74 115.87 88.39 117.24	04/25/23 101-AD00-5503-000-000000 207-TV00-5503-000-000000 101-AD00-5503-000-000000 205-CE00-5503-000-000000 207-TV00-5503-000-000000 209-DS00-5503-000-000000 210-DS00-5503-000-000000 210-FD00-5503-000-000000 210-FD00-5503-000-000000 210-FD00-5503-000-000000 101-AD00-5503-000-000000 101-CD00-5503-000-000000 203-RD00-5503-000-000000 209-PD00-5503-000-000000 210-FD00-5503-000-000000 101-PK13-5503-000-000000 101-PK11-5503-000-000000 101-PK12-5503-000-000000	00087		5 BUTLER COUNTY WATER & SEWER DEPARTMENT 9113 CIN-DAY 03/06/23-04/06/23 9113 CIN-DAY 03/06/23-04/06/23 9119 CIN-DAY 03/06/23-04/06/23 9119 CIN-DAY 03/06/23-04/06/23 9119 CIN-DAY 03/06/23-04/06/23 9119 CIN-DAY 03/06/23-04/06/23 9119 CIN-DAY 03/06/23-04/06/23 9119 CIN-DAY 03/06/23-04/06/23 7588 TYLERS 03/07/23-04/07/23 4850 DUFF DR 03/09/23-04/11/23 9577 BECKETT 03/09/23-04/11/23 9577 BECKETT 03/09/23-04/11/23 9577 BECKETT 03/09/23-04/11/23 9577 BECKETT 03/09/23-04/11/23 8551 BECKETT 03/10/23-04/12/23 8650 UCB 03/14/23-04/12/23 8558 BECKETT 03/10/23-04/12/23 9285 CNTR PT 03/10/23-04/12/23	2000563 APR 23 2000564 APR 23 2002286 APR 23 2014474 APR 23 2027757 APR 23 2027759 APR 23 2041335 APR 23 2049236 APR 23 2051667 APR 23	S	OUTSTANDING
4	83110	\$26.60 26.60	04/25/23 101-HR00-5604-000-000000	AD000		18 KELLIE BYRD TRIHEALTH EAP WEBINAR DONUTS	BYRD 04/20/23	S	OUTSTANDING
4	83111	\$68.68 15.97 52.71	04/25/23 507-LT28-5504-000-000000 507-LT28-5504-000-000000	00641		1 DUKE ENERGY CIVIC CENTRE EX LTG DIST CIVIC CENTRE EX LTG DIST	910117892549MAY23 910117891837MAY23	S	OUTSTANDING
4	83112	\$4353.02 31.64 316.05 318.83 35.97 20.01 23.46 86.33 890.87 127.27 399.98 399.99 674.97 902.24 108.67 16.74	04/25/23 101-PK14-5504-000-000000 101-PK03-5504-000-000000 101-PK03-5504-000-000000 101-PK04-5504-000-000000 101-PK04-5504-000-000000 101-LT00-5504-000-000000 101-AD00-5504-000-000000 101-AD00-5504-000-000000 207-TV00-5504-000-000000 209-DS00-5504-000-000000 210-DS00-5504-000-000000 101-PK13-5504-000-000000 101-PK12-5504-000-000000 205-CE00-5504-000-000000 205-CE00-5504-000-000000	01334		0 DUKE ENERGY 8900 CIN-DAY 03/14/23-04/12/23 8545 BECKETT 03/17/23-04/17/23 8564 BECKETT 03/17/23-04/17/23 7211 BARRETT 03/15/23-04/13/23 7211 BARRETT 03/15/23-04/13/23 LAKOTA WEST 03/18/23-04/18/23 6458 ALLEN 03/18/23-04/18/23 9121 CIN-DAY 03/18/23-04/18/23 9121 CIN-DAY 03/18/23-04/18/23 9121 CIN-DAY 03/18/23-04/18/23 9121 CIN-DAY 03/18/23-04/18/23 8650 UCB 03/18/23-04/18/23 9285 CNTR PT 03/18/23-04/18/23 6447 W CHSTR 03/18/23-04/18/23 6425 W CHSTR 03/18/23-04/18/23	910127970038APR23 910117892010APR23 910117892599APR23 910117892680APR23 910117893186APR23 910117893417APR23 910117892440APR23 910117893003APR23 910117893144APR23 910119395751APR23 910119396190APR23 910119661924APR23	S	OUTSTANDING
4	83113	\$92.57 92.57	04/25/23 209-PD00-5341-000-000000	PD000		42 JOEL HERZOG HERZOG CONVERGE CONF MEALS	HERZOG 4/10/23	S	OUTSTANDING

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 04/21/23 - 04/27/23

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	83114	\$201390.75 201390.75	04/25/23 204-RD00-5707-000-RCURBS	00344		0 JACKSON CONSTRUCTION INC. CIP 1619 2023 CURB REPLACEMEN	265		S OUTSTANDING
4	83115	\$825.00 825.00	04/27/23 207-TV00-5603-000-BICNTL	03951		0 NOAH SMITH FOUNDERS DAY PERFORMANCE	DEPOSIT		S OUTSTANDING
4	83116	\$19605.00 19605.00	04/27/23 219-0000-5701-000-000000	03930		0 TNT FLOOR COATINGS LLC MB FLOOR RESURFACE 2023	88		S OUTSTANDING
TOTAL # OF ISSUED CHECKS:				9	TOTAL AMOUNT:		228,042.96		
TOTAL # OF WIRES:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF ACH CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF UNISSUED CHECKS:				0					

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
101	GENERAL	3,748.26	0.00
203	GASOLINE TAX	114.31	0.00
204	ROAD & BRIDGE	201,390.75	0.00
205	CEMETERY	133.10	0.00
207	MULTI-MEDIA & MARKETING	962.20	0.00
209	POLICE LEVY	1,053.87	0.00
210	FIRE LEVY	966.79	0.00
219	747 TIF SERVICE PAYMENTS	19,605.00	0.00
507	LIGHTING DISTRICT ASSESSMENTS	68.68	0.00
		=====	=====
	TOTAL -	228,042.96	0.00

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Requisition Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Cummins Bridgeway LLC - Repair oil leak on 2015 E-One Pumper

Background:
<p>Vehicle 815 is a 2015 E-One Pumper, which is a front-line engine running out of Station 74. The vehicle is used to pump water at residential and commercial building fires. Vehicle 815 also acts in the capacity of a paramedic fire engine to provide care for advanced life support calls. Also, this engine is one of two rescue vehicles that carry specialized equipment for auto extrication, as well as confined space, limited building collapse, and high-angle rescue.</p> <p>The current mileage on the vehicle is 73,174. The vehicle was taken to West Chester’s mechanics for service when an oil leak was found. The vehicle is equipped with a Cummins engine; therefore, the vehicle was taken to Cummins for analysis. Therefore, competitive quotes are not included.</p> <p>The vehicle needed to be partially disassembled to determine the source of the leak. It was found that the valve cover gasket is leaking, as well as the oil pan gasket. There will likely be extra parts and supplies added to the cost during disassembly and reassembly.</p> <p>Estimated repairs are \$8,518.59 with a 10% contingency for a total of \$9,370.44.</p> <p>This is an urgent request, as currently, WCFD has limited reserve fire apparatus due to the needed retirement of vehicle 797.</p> <p>Please approve PO S231507 to Cummins for \$9,370.44</p>

Finance	Budgeted Item:	No;		
	CIP #:			
	TIF Info:			
	Purchase Order:	S231507	Total Encumbrance:	\$ 9,370.44



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

CINCINNATI OH BRANCH
5400 RIALTO ROAD
WEST CHESTER, OH 45069-
(513)563-6670

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

WEST CHESTER TWSP TRUSTEE
9113 CINCINNATI DAYTON RD
WEST CHESTER, OH 45069-3840

OWNER

WEST CHESTER TWSP TRUST
9113 CINCINNATI DAYTON
WEST CHESTER, OH 45069-3840
DON CONRAD - 513 7771133

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-MAY-2023		01-AUG-2015	ISX12 CM2350 X102		E-ONE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
185910		25-APR-2023	75040510		CYCLONE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
295767			6535 / 0		815

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			4ENLAHA89F2009516				
COMPLAINT				OIL LEAK NEAR FRONT LEFT OF ENGINE, OIL PAN. OIL LEAKS FOUND AROUND THE OIL FILTER HOUSING, FRONT CRANK SEAL, ROCKER HOUSING, VALVE COVER GASKET & OIL PAN.			
CAUSE				MULTIPLE ENGINE OIL LEAKS FOUND DURING INSPECTION.			
CORRECTION				DISASSEMBLE AND INSPECT COMPONENTS LEAKING OIL.			
COVERAGE				N/A			
REMARK				THANK YOU FOR CHOOSING CUMMINS SALES AND SERVICE.			
SRO				THANK YOU FOR CHOOSING CUMMINS SALES AND SERVICE.			

DIAGNOSTIC CHARGE: 635.04

1	0	2870214	GASKET,VALVE COVER	CECO		59.13	59.13
1	0	4975214	GASKET,RKR LEVER HOUSING	CECO		90.03	90.03
1	0	4975069	GASKET,OIL PAN	CECO		262.19	262.19
1	0	3685173	SEAL,OIL	CECO		79.08	79.08
1	0	4960214	SEAL,OIL	CECO		21.97	21.97
1	0	MISC	MISC	E1-MSC		600.00	600.00
1	0	4960053	SEAL,OIL	CECO		20.53	20.53
1	0	2870121	GASKET,COVER PLATE	CECO		29.71	29.71
12	0	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE		17.75	213.00
1	0	LF14000-NN	PAC,LF	FLG		72.34	72.34
1	0	3678912	SEAL,O RING	CECO		13.33	13.33
3	0	3104230	GASKET,EXH GAS RCN VALVE	CECO		46.41	139.23
1	0	3695041	GASKET,TURBOCHARGER	CECO		17.26	17.26
		ORDERED ITEM	3685535 CECO				

Completion date : 26-Apr-2023 03:28PM. Estimate expires : 27-May-2023 12:07PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, visitors, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid Invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturer's warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless an exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of the Services Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be canceled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request. In addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins' pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins' pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

CINCINNATI OH BRANCH
 5400 RIALTO ROAD
 WEST CHESTER, OH 45069-
 (513)563-6670

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

WEST CHESTER TWSP TRUSTEE
 9113 CINCINNATI DAYTON RD
 WEST CHESTER, OH 45069-3840

OWNER

WEST CHESTER TWSP TRUST
 9113 CINCINNATI DAYTON
 WEST CHESTER, OH 45069-3840
 DON CONRAD - 513 7771133

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-MAY-2023		01-AUG-2015	ISX12 CM2350 X102		E-ONE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
185910		25-APR-2023	75040510		CYCLONE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
295767			6535 / 0		815

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
		OSN/MSN/VIN		4ENLAHA89F2009516			
4	0	0	4298242	STUD	CECO	20.00	80.00
4	0	0	4298975	NUT,LOCK	CECO	11.06	44.24
1	0	0	5264570	GASKET,OIL DRAIN	CECO	4.39	4.39
2	0	0	3684284	WASHER,SEALING	CECO	8.71	17.42
2	0	0	3687051	CARRIER,SEAL	CECO	28.19	56.38
1	0	0	2870063	HARNES, WIRING	CECO	229.32	229.32
1	0	0	FREIGHT	FREIGHT	E1-FREIGHT	30.00	30.00
				HARNES FROM MDC			

PARTS:	2,079.55
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	2,079.55
SURCHARGE TOTAL:	0.00
LABOR:	5,704.00
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	5,704.00
MISC.:	100.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	100.00
HAZ WASTE DISPOSAL	100.00

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 26-Apr-2023 03:28PM. Estimate expires : 27-May-2023 12:07PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 8,518.59

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 8,518.59

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of the Services under this Agreement, in whole or in part, by the parties, in which Cummins is named as a defendant, claimant, or otherwise, including but not limited to the negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request. In addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins. **INTELLECTUAL PROPERTY** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claims, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

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MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Requisition Item
Submitted By:	
Barb Wilson, Director of Public Information & Engagement	

Motion:
OpenGov Inc. - \$28,367.20 - Approve annual service contract for OpenGov platform

Background:
<p>West Chester Township engages with OpenGov to provide customers with easy access to Township data and information. Through a series of integrations with existing Township software systems the public is able to view Township’s revenues and expenses, crime data, fire data and a series of metrics related to roads and services.</p> <p>OpenGov responds to the Township’s interest in transparency.</p> <p>The Township’s three-year contract with OpenGov expires this month. At this time, staff recommends approval of one year of service – outside of a contract – in the amount of \$28,367.20 which includes dashboards, enterprise integrations, premium support and reporting & analytics tools</p> <p>During this period, staff will complete a more detailed study of how OpenGov functions with new ERP and public safety software and will evaluate the public engagement of the various tools now used through OpenGov.</p> <p>A new multi-year contract will be considered beginning in 2024.</p> <p>OpenGov services are funded by video service-provider/cable franchise fees.</p>

Finance	Budgeted Item:	Yes; Operational	
	CIP #:		
	TIF Info:		
	Purchase Order:	S231468	Total Encumbrance:



Invoice: INV00010645

OpenGov, Inc.
PO Box 41340
San Jose, CA 95160
United States

Invoice Date: 04/18/2023
Due Date: 05/18/2023
Payment Terms: Net 30
Account Number: A00000498
Purchase Order #:

Bill To Details: Township of West Chester, Butler County, OH
Kellie Byrd
9113 Cincinnati-Dayton Rd.
West Chester, Ohio 45069
United States
kbyrd@westchesteroh.org

CHARGE SUMMARY					
Product Name	Service Period	Quantity	Amount	Tax	Total
Dashboards	04/18/2023-04/17/2024	1	\$7720.06	\$0.00	\$7720.06
Enterprise Integration	04/18/2023-04/17/2024	1	\$2225.60	\$0.00	\$2225.60
Premium Support	04/18/2023-04/17/2024	1	\$7176.00	\$0.00	\$7176.00
Reporting & Analytics	04/18/2023-04/17/2024	1	\$11245.54	\$0.00	\$11245.54

INVOICE TOTALS

	Subtotal:	\$28,367.20
	Tax:	\$0.00
	Total:	\$28,367.20
	Credit Memo Amount:	\$0.00
	Payments:	\$0.00
	Invoice Due (USD):	\$28,367.20

Payment Instructions

ACH Information (Preferred):
Beneficiary: OpenGov, Inc.
Bank: First Republic Bank
Routing # 321081669
Account # 80009468341

Remit to Address (US Mail):
OpenGov, Inc.
Dept. 0370
P.O. Box 120370
Dallas, TX 75312-0370

Express Mail (FedEx/UPS):
OpenGov, Inc.
Attn: Lockbox #890370
1501 North Plano Rd STE 100
Richardson, TX 75081

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Landscape Structures - \$1,538,859 – Design and install splash pad at Beckett Park West (CIP #1868)

Background:
<p>As part of the Township’s bicentennial the Community Services department has budgeted \$1,500,000.00 (CIP #1868) to add a splash pad to the west side of Beckett Park. A splash pad has consistently come up as an amenity the residents would like to see in a park.</p> <p>Landscape Structures will design and install the splash pad at State bid prices. This will include the removal of the current water feature that requires constant repairs.</p> <p>The Community Services requests a PO in the amount of \$1,538,859 including a contingency of \$25,000.</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	1868		
	TIF Info:	219		
	Purchase Order:	S231484	Total Encumbrance:	\$1,538,829.00



952.445.5135 | 877.632.0503
aquatix.playlsi.com

Beckett Park West

Splash Pad Design Proposal 4/28/2023

Presented by
Tony Shadwick
Penchura
(614) 229-6256
tony@penchura.com



Penchura LLC

Beckett Park West

Design# 1167889-01-05 4/28/2023





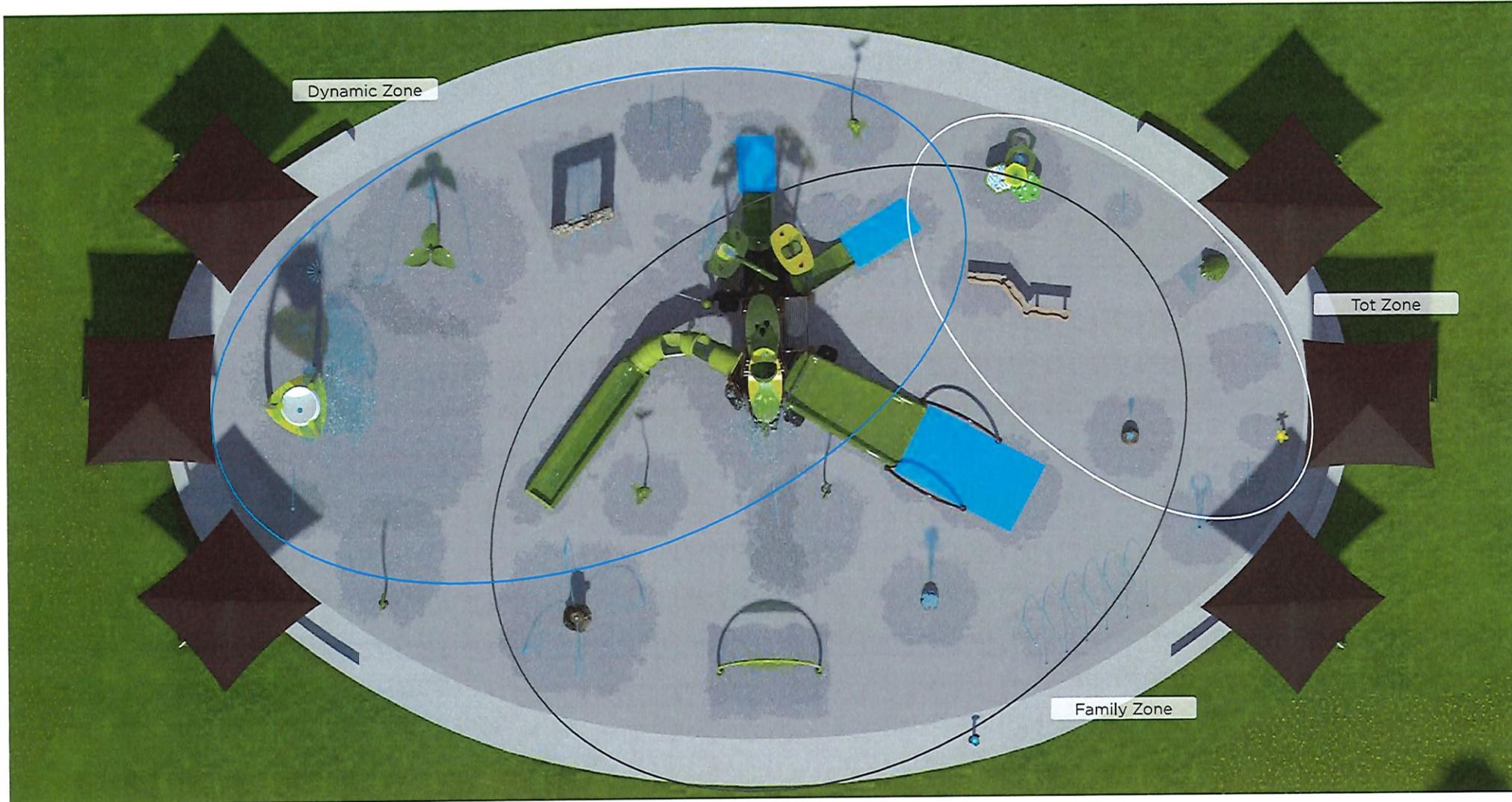












Design Details

*Surface finishes and/or site furnishings shown are conceptual and provided by others.

Proposed Color Palette

Paint Colors



Acrylic Colors



Project Details

Dimensions

127' 10" x 82' 4"

Total System Flow Rate

500 GPM

Skyways Model#

237674 (x6)

Color Approval

Customer Signature

Date

Colors shown are for representation purposes.
Consult with your Representative for actual color swatches for final color selection.



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800841

EFFECTIVE DATES: 03/01/2020 TO 02/28/2023

Renewal through 02/29/2024

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

Landscape Structures Inc.

STATE TERM SCHEDULE

Index No. STS640

Eff. Date 03/01/2023

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000141948

0000141948

800841

Landscape Structures Inc.
601 7th Street South
Delano, MN 55328

Landscape Structures Inc.
SDS 12-0395
Minneapolis, MN 55486-0395

Contractor Contacts:

Ms. Elaine Harkess

Telephone: (763) 972-5243

Fax:

Email: ElaineHarkess@playlsi.com

Delivery:

See Notes Section

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$2,800.00

Maximum: \$90,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

56120000 - Classroom and instructional and institutional furniture and fixtures

49241500 - Playground equipment

NOTES:

This Contract utilizes sub-contractors, the following sub-contractors have been listed by the supplier and may be utilized for installation/delivery of goods: ABC Installation, Refined Recreation LLC, Spectra Contract Flooring Services Inc dba. Spectra Contract Flooring-TerraSoft

28-35 Days A.R.O. - Plus Installation Time - FOB Destination Freight Prepaid and Add

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUND FOR OFFSHORE SERVICES

No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form (https://procure.ohio.gov/pdf/EO2022-02D/04-Affirmation%20and%20Disclosure%20Form_3-4-22.pdf) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Dealer Index

Dealer Name & Address

This Dealer does not accept POs

Penchura, LLC

889 S. Old US23

Brighton, MI 48114

support@penchura.com

Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Eric Sheffer	(810) 229-6245	(810) 229-6245	support@penchura.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	03/01/2023	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 03/01/23 through 02/29/24. Additionally, this amendment is issued to: Include updated language regarding the Prohibition of the Expenditure of Public Funds for Offshore Services, remove sub-contractor Ickes Brothers Construction LLC, and update the price list effective with all orders issued on or after 03/01/23.
3	01/07/2022	This amendment is issued to update the product catalog, effective with all orders issued on or after 01/07/2022.
2	10/20/2021	This amendment is issued to update the product catalog, effective with all orders issued on or after 10/20/21.
1	07/30/2021	This amendment is issued to update the product catalog, effective with all orders issued on or after 07/30/21.

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE TERM SCHEDULE – S&LG-BASED**

THIS CONTRACT is between the STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ("DAS"), GENERAL SERVICES DIVISION, OFFICE OF STATE PURCHASING, ON BEHALF OF THE STATE OF OHIO ("State"), with offices at 4200 Surface Road, Columbus, OH 43228 – 1395 and

_____ ("Contractor")
with Office(s) at _____.

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BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State will enter into a contract with the manufacturer provided that the manufacturer offers its goods and ancillary services at the same prices that the manufacturer offers those goods and services to its distributors, or if the manufacturer has no distributors, the prices that the manufacturer offers to its similarly situated most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customer's better support through dealers that have a local presence in the service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers. But, if the Contractor is not the manufacturer of the goods or services under this contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract and any extensions to meet the State's needs under the Contract and that the Contractor is an authorized dealer in the manufacturer's goods or services. The letter must identify each product or service that the Contractor will supply under this Contract. The letter must also contain an assurance of the availability through the dealer of repair and spare parts for equipment covered by this Contract for five (5) years from the date of purchase. It must also contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six (6) years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a permanent license fee of less than \$5,000.00 per copy.) The manufacturer's letter must be signed by an authorized official of the manufacturer and submitted with the executed copies of this Contract.

This state term contract (the "Contract") establishes terms and conditions under which a State agency (including any board, instrumentality or other political body) or political subdivision may acquire the Contractor's goods or services at the Contractor's best pricing. But this Contract only permits such; it in no manner obligates any State agency to do so.

STANDARD TERMS & CONDITIONS

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of the current applicable biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

- B. OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:
1. All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met.
 2. All necessary funds are made available by the appropriate state agencies.
 3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
 4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION / SUSPENSION.

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of a default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. **Termination for Financial Instability.** The State may terminate this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current

- g. **Termination for Subcontractor Default.** The State may terminate this contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
 - h. **Termination for Failure to Retain Certification.** Pursuant to O.R.C. Section 123.151 and 123.152 of the Revised Code, the State may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the Contractor to maintain certification. If the Contractor is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, the State may immediately cancel the contract.
 - i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. **ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. **LIQUIDATED DAMAGES.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

A. INVOICE REQUIREMENTS. The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.
2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

B. PAYMENT DUE DATE. Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the services is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payment will be paid in accordance with O.R.C. Section 126.30

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

B. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices attached.
4. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract. **Additionally**, with respect to the Contractor's activities under this Contract, the Contractor warrants that:
 5. The Contractor has the right to enter into this Contract.
 6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

C. INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Ohio Attorney General's Office. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

D. LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

V. GENERAL PROVISIONS:

A. AMENDMENTS. No amendment or modification of this Contract will be effective unless it is in writing and issued by DAS.

B. ANTITRUST ASSIGNMENT TO THE STATE. Contractor assigns to the state of Ohio, through the Department of Administrative Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the state of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

C. ASSIGNMENT/DELEGATION. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

D. AUDITS. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement.

The Contractor shall, for each subcontract in excess of two thousand five hundred dollars (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than five (5) business days after the request by the State or any other party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

E. CONFIDENTIALITY. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be

served by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

- F. CONTRACT CONSTRUCTION.** This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- G. CONTRACTOR DISCLOSURE; LOCATION OF SERVICES, DATA.** As part of this Agreement, Contractor shall disclose the following:
1. The location(s) where all services will be performed; and
 2. The location(s) where any state data applicable to the contract will be maintained or made available; and
 3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

- H. DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug – free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

- J. USE OF EDGE VENDORS.** The State encourages Contractor to purchase goods and services from Encouraging Diversity, Growth, and Equity (EDGE) vendors.
- K. FORCE MAJEURE.** If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
- L. GOVERNING LAW / SEVERABILITY.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect
- M. HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- N. NOTICES.** For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.
- O. ORDER OF PRIORITY.** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- P. PUBLICITY.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State.

- Q. STRICT PERFORMANCE.** The failure of either party, at any time, to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- R. SUBCONTRACTING.** The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.
- S. SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this contract.
- T. TAXES.** The State is exempt from all state and local taxes and does not agree to pay any taxes.
- U. ELECTIONS LAW.** Contractor, by signature affixed on this document, hereby certifies that all applicable parties are in full compliance with O.R.C. Section 3517.13.

The Contractor is solely responsible to know the requirements and limitations set forth in O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, DAS shall deem the Contractor in breach. As such, DAS may deem the Contract invalid and immediately cancel the Contract. If DAS cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with O.R.C. Section 3517.13, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by the DAS or other governmental entities placing orders under the Contract. These additional costs include those costs associated with re-awarding the Contract and/or seeking replacement items related to the cancellation of the Contract and/or related purchase orders.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov

SPECIAL TERMS AND CONDITIONS

I. CONTRACT COMPLIANCE PROVISIONS:

- A. CONTRACT COMPLIANCE.** The participating state agency and/or political subdivision that utilize this State Term Schedule will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify the State through the Department of Administrative Services, Office of Procurement Services, by executing a Complaint to Vendor (CTV) to help resolve the infraction(s). The State will apply the terms and conditions of the Termination provision of this Contract to resolve the infractions(s).
- B. CERTIFICATION OF ACCURACY.** The Contractor hereby certifies the following:
1. The Contractor's prices under this Contract are the best prices for which it or any of its distributors has sold each product or provided each service to any of its or its distributor's similarly situated most favored customers within the year before the date the Contractor executed this Contract and added the product or service to this Contract.
 2. If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor warrants that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further represents and warrants that all future pricing information submitted to revise this Contract would also be true, correct, current, accurate, and complete.

- C. CONTRACTOR QUARTERLY SALES REPORT.** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

- D. CONTRACTOR REVENUE SHARE.** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

- E. DELIVERABLES.** Attached as Exhibit 1 is the Contractor's price list for the products and services that the Contractor may provide to the State under this Contract. For convenience, those goods and services are referred to as "Deliverables" under this Contract. The Contractor may not provide any other goods or services under this Contract without an amendment to this Contract. Also, the Contractor may not charge any other prices for these Deliverables other than the prices on the Exhibit 1. If Exhibit 1 contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, product/service description, and product/service prices, they are excluded from this Contract and are of no effect. The Contractor's price list attached as Exhibit 1 is identified as the following commercial price list(s).
- F. INSURANCE.** The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:
1. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
 2. Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least \$500,000.00 for any one (1) occurrence.

The Contractor will also furnish a certificate of insurance to the State for the required insurance evidencing coverage from an insurance carrier, or carriers authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carrier(s). The policy shall also be endorsed to include a blanket waiver of subrogation and provide thirty (30) days notice to the State before cancellation.

- G. LEASES/FINANCING.** The State may elect to obtain equipment and software on a finance/lease basis subject to the terms of the state of Ohio, Department of Administrative Services, Master Financing Agreement (Revised 01/20/02) or the Master Lease Agreement (Revised 04/24/02), when the parties execute the applicable agreement.
- H. SPECIFIC CHANGES.** The Contractor will not sell to the State any notebook computers with less than a 1.2 GHz internal clock-speed. The Contractor will not sell to the State any PCs or servers using CPUs with less than a 1.6 GHz internal clock speed. All such items listed in the Contractor's Price List are deleted for purposes of this contract.

The Contractor will not offer to the State any products that are not year 2000 compliant. All such items listed in the Contractor's Price List are deleted for purposes of this contract.

II. PARTIES TO THE CONTRACT:

- A. DEALERS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, address, and telephone number of any such dealer, as well as the dealer's purchase order and payment address(s) and federal tax identification number. The Contractor must also submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Administrator, Office of State Purchasing.

In doing so, the Contractor warrants that:

1. The dealer has been given a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
2. Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
3. The Contractor agrees to remain liable under this Contract for the services of any dealer to perform and any breach of the dealer under this Contract.
4. Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due the Contractor once the State has paid the dealer.
5. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor would indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

- B. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

- C. POLITICAL SUBDIVISIONS.** This Contract may be relied on by Ohio political subdivisions, including Ohio cities and counties ("Political Subdivisions"). Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor will look solely to the Political Subdivision's performance, including but not limited to payment, and will hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision where the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.

III. PRICING PROVISIONS:

- A. ECONOMIC PRICE ADJUSTMENT.** The State will be entitled to a price decrease any time the Contractor or any of its distributors sells a product or a service to any similarly situated most favored customer for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its distributors sells a product or provides a service to any customer or dealer for less than it is available to the State under this Contract, the Contractor must notify the State of that event within thirty (30) calendar days of its occurrence and immediately reduce the price of the affected goods or services to the State under this Contract. The Contractor will also notify the State within thirty (30) calendar days of any general reduction in the price of any product or service covered by this Contract even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State will ask to renegotiate the price under this Contract of the goods and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, the State will have the right, on notice to the Contractor, to immediately remove the affected products and services from this Contract.
- B. NOTIFICATION OF PRICE INCREASE.** If this Contract permits any price increases, the Contractor must notify the Department of Administrative Services, Office of State Purchasing and any affected State customers of the increase at least sixty (60) days before the effective date of the price increase. State customers must be notified at their purchase order "bill to" address contained in the applicable purchase order(s). This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

IV. MERCHANDISE PROVISIONS:

- A. EQUIPMENT WARRANTY.** If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties

apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform substantially in accordance with the user manuals, technical materials, and related writings published by the manufacturer with respect to the Equipment, or if that is not commercially practicable; then
2. Grant the State a refund equal to the amount the State paid for the Equipment.

For all Equipment, the warranty period will be the longer of one (1) year after acceptance or the Equipment's standard warranty period.

- B. PRODUCT RECALL.** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the State through DAS, Office of State Purchasing and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.
- C. QUALITY ASSURANCE.** At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.
- D. RETURN GOODS POLICY.** The State will apply the following Return Goods Policy on all purchases made under the Contract. The Contractor acknowledges to have read, understood, and agrees to this Policy.
1. Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.
 2. Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.
 3. For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval form the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

V. MAINTENANCE PROVISIONS:

- A. EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical Equipment (use of the word "Equipment" means all the foregoing) as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will also include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications.

The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract. The following services are outside the scope of this Contract:

1. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
2. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe or included in the Contractor's proposal, or causes other than ordinary use of Equipment.
3. Furnishing platens, supplies, or accessories, making specification changes, or adding, or removing approved accessories, attachments or other devices except as set forth herein.
4. Maintenance or increase in maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
5. Activities required restoring the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying or performing any maintenance service on the Equipment.

- B. EQUIPMENT MAINTENANCE CONTINUITY.** This section applies if Equipment will be a Deliverable under this Contract. If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. But the State will also be entitled to the following items from the Contractor:

1. All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals and system and unit schematics with all changes noted.
2. A listing of suppliers capable of supplying necessary spare parts.
3. Adequate information to permit the State to have spare parts manufactured elsewhere; and
4. A listing of spare parts and their recommended replacement schedule that will enable the State to create a centralized inventory of spare parts.

Any information in items (1) through (4) above that are rightfully identified by the Contractor as proprietary information will be maintained in confidence by the State except where disclosure to a third-party is necessary for the State to continue the maintenance. However, the State will require any third-party to whom disclosure is made to agree to hold the proprietary information in confidence and to make no further disclosure of it. Further, the State agrees that any such proprietary information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed on completion of such use.

- C. EQUIPMENT MAINTENANCE STANDARDS.** This section applies if Equipment will be a Deliverable under this Contract. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight (8) business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight (8) hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight (8) hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

- D. MAINTENANCE ACCESS (GENERAL).** The section applies if any software or Equipment will be a Deliverable under this Contract. The State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires the Deliverable to be inoperable must be performed outside the State's customary working hours except when the Deliverable is already inoperable. Preventative or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.
- E. PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** This section applies if software or Equipment will be a Deliverable under this Contract. Maintenance will be available nine (9) working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be considered billable but will be included in the price of the maintenance.

VI. IT PROVISIONS:

- A. LICENSE IN COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copy able through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in Exhibit 1 or as an attachment referenced in Exhibit 1, if that scope of license is different than the scope of license contained in this section for Commercial Materials. Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the perpetual rights in item (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use.
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions; and
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions unless a statement substantially as follows accompanies the copyright notice: "Unpublished-rights reserved under the copyright laws of the United States". The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

In case any other scope of license (e.g., MIP's, tier, concurrent users, enterprise, site, or otherwise) the foregoing will apply except as modified expressly by the applicable license description, which must be incorporated as part of Exhibit 1. If the Contractor provides greater license rights in and item included in Exhibit 1 to its general customer base for the Software's list price, those additional license rights will also be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use if the use is other than a CPU license.

- B. SOFTWARE WARRANTY.** If Exhibit 1 includes work to develop custom software as a Deliverable, then, on delivery and for one (1) year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:
1. The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation.

2. The software will be free of any material defects.
3. The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code.
4. The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
5. The software and all maintenance will be provided in a professional, timely, and efficient manner. For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor (if applicable) to make the following warranties and maintenance obligations directly to the State. During the warranty period described in the next paragraph, the Contractor will:
 6. Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation.
 7. Supply technical bulletins and updated user guides.
 8. Supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code.
 9. Correct or replace the software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
 10. Maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$5,000.00 per license or per copy, the warranty period will be the longer of one (1) year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$5,000.00 per license or per copy, the warranty period will be the longer of three (3) months after acceptance of the licensor's standard warranty period.

For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

- C. SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then, during the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor, within a reasonable time, provided that the State notifies the Contractors, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ work-arounds to fully use the software, Contractor will respond will respond to requests for resolution within four (4) business hours and begin working on a proper solution within one (1) business day, dedicating the resources of one (1) qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor will respond within two (2) business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$5,000.00 per copy or license, the Contractor will provide maintenance during the warranty period at no cost to the State. That maintenance will be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. But, at a minimum, that maintenance program must include all new releases, updates, patches, and fixes to the commercial Software. It will also include a commitment to keep the software current with the operating environment in which it is designed to function and to correct material defects that the State finds in the software in a timely fashion.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the product for at least five (5) years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent (5%) annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one (1) of the following two (2) things: (a) give the State a

pro rata refund of the license fee based on a five (5) year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality Section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality Section requires the contractor to do in handling the State's Confidential Information. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$5,000.00 per copy or license, the Contractor will provide the maintenance and/or user assistance during the warranty period at no additional cost to the State that the Contractor or the third-party licensor makes generally available at no additional charge to its other customers. That maintenance will be the standard maintenance program that the licensor, whether the Contractor or a third-party, normally provides to its client base.

- D. UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform on which to use the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:
1. The Contractor's (or third party's) standard upgrade or migration fee.
 2. The upgrade or migration fee in Exhibit 1.
 3. Or the difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire. This will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$5,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee which is made available to other similarly situated most favored customers or dealers, as appropriate.

VII. OWNERSHIP/TITLE PROVISIONS:

- A. ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to thirty (30) days after installation to do this. The State will not issue a formal letter of acceptance, and passage of thirty (30) days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract. If the State issues a letter of noncompliance, then the Contractor will have thirty (30) calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letters has been cured. If the problems have been fixed during the thirty (30) day period, the State will issue the acceptance letter within fifteen (15) days after all defect have been fixed.
- B. DELIVERIES.** All deliveries will be F.O.B. Destination. Freight Prepaid.
- C. OWNERSHIP OF DELIVERABLES.** Notwithstanding this contract cannot be used for software development, all custom work done by the Contractor and covered by this Contract will be treated as "work for hire" on behalf of the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in custom developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor will grant the State a worldwide, non-exclusive, royalty-free perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that and obtain written approval from the State for doing so in advance. On request of the Contractor, the State will incorporate any proprietary notice of the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- D. **PASSAGE OF TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

VIII. GENERAL PROVISIONS:

- A. **CONTRACT RENEWAL.** This Contract may be renewed solely at the discretion of the Department of Administrative Services for a period of one month. Any further renewals will be by mutual agreement between the contractor and the Department of Administrative Services for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed two years.
- B. **CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board's continuing authorization to use state term contracts. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate, and the Contractor may not take any more orders under this Contract.
- C. **OHIO ETHICS.** Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
- D. **OHIO PAYMENT CARD.** Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the Department of Administrative Services, Office of Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.
- E. **TRAVEL EXPENSES.** Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. All additional travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Rule 126-1-02 of the Ohio Administrative Code.
- F. **ENTIRE AGREEMENT.** This Contract consists of this document; the Contractor's offer letter, and if applicable the Contractor's letter(s) designating authorized dealers and Exhibit 1. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.
- G. **Expenditure of Public Funds on Offshore Services.** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

- H. **ORC 9.76 (B).** Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

Index No. STS640
Schedule No. 800841
Eff. Date 03/01/2023

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE NO. 4

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS OF THE COOPERATIVE PURCHASING PROGRAM OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, AS APPLICABLE

FROM: KATHLEEN C. MADDEN, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT NO. 800841
OAKS Vendor ID 0000141948 Landscape Structures Inc.

This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 03/01/23 through 02/29/24.

Additionally, this amendment is issued to: Include updated language regarding the Prohibition of the Expenditure of Public Funds for Offshore Services, remove sub-contractor Ickes Brothers Construction LLC, and update the price list effective with all orders issued on or after 03/01/23.

All other prices, terms and conditions remain unchanged.

This amendment, the Contract and any additional amendments thereto are available from the DAS website at the following address:
<http://www.ohio.gov/procure>



Please make check payable to:
Landscape Structures, Inc
SDS 12-0395, PO Box 86
Minneapolis, MN 55486-0395 USA

Proposal

Date	Proposal #
5/3/2023	23-054-5

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

Ship To
Beckett Park - West 8545 Beckett Rd West Chester Township, OH 45069

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
			Net 30 w/ PO		TO

Item	Description	Qty	Weight	Price	Total
Aquatix	Aquatix Features Per Design 1167889-01-05			576,770.00	576,770.00
Aquatix	Pre-Plumbed Skid Mount Recirc Operating System			196,988.00	196,988.00
Aquatix	Design, Construction Drawings and Stamped Engineering. Includes consult with local Health Department			11,832.00	11,832.00
237674B	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 10' Entrance Height	6		8,400.00	50,400.00
Freight	Freight for shade and Splash			64,870.00	64,870.00
Aquatix	Optional Startup Training			4,000.00	4,000.00
Demolition	Remove and Dispose of existing Concrete, Prep Site			57,750.00	57,750.00
Install	Professional Certified Installation of splash and shade above,site restoration, concrete surface to include light broom finish.			577,520.00	577,520.00
Ohio State C...	Ohio State Contract, INDEX# STS640, CONTRACT# 800841			-26,271.00	-26,271.00

Proposal Good For 30 Days
 Shipping Time: 10 weeks
 Ship Via: Common Carrier
 Please call 24 hours prior to delivery: _____

Subtotal	\$1,513,859.00
Sales Tax (0.0%)	\$0.00
Total	\$1,513,859.00

Customer signature below constitutes a purchase order.

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 5, 2023	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
K&T Construction Supply, Inc - \$1,031,030.00 – Renovate Community Services office area (CIP #1864)

Background:
<p>The Community Services Department has budgeted \$1,400,000 for remodeling the office space in SSC in 2023 (CIP # 1864). This includes an increase of office space and break room to accommodate the whole department, new security at the front door, LED lighting and ventilation in the mechanic’s bay.</p> <p>The need for the work is extensive. The CSD offices are actually the original offices from when the SSC was still an auto-salvage yard. They were not renovated in 2003-04. As such, the layout no longer suits the needs of the department.</p> <p>When the former CSD Director left recently, one of the largest issues uncovered was having the CSD staff split between Township Hall and the SSC. The separation was inefficient and created a divide between staff. However, the SSC does not currently have enough office space to handle the current office staff of CSD.</p> <p>Additionally, the employee training and break room has seating for 20, while CSD has 30 workers on staff currently. This means every training session has employees standing along the walls.</p> <p>The Community Services Department opened sealed bids on April 25, 2023 for the remodel. A total of four bids were received. After review of the bids, K&T Construction Supply Inc was determined the lowest and most responsive bidder.</p> <p>The Community Services requests a PO in the amount of \$1,031,030.00 including a 10% contingency of \$93,730.00.</p> <p>The total for all contracts under this project scope is \$1,209,076.70 against the estimated CIP of \$1,400,000.00</p>

Finance	Budgeted Item:	Yes; CIP, TIF	
	CIP #:	1864	
	TIF Info:	219	
	Purchase Order:	S231480	Total Encumbrance:

DOCUMENT 00 41 00

BID FORM

DATE APRIL 25, _____, 2023

PROJECT **Interior Building Renovation For the
West Chester Community Services Building
9577 Beckett Rd., West Chester, Oh 45069**

PROPOSAL OF K&T CONSTRUCTION AND SUPPLY INC.

hereinafter called "Bidder", a (corporation) (~~partnership~~) (~~sole proprietorship~~)
(Bidder strike out inapplicable terms)

TO **West Chester Township** (hereinafter called "Owner")

The undersigned, in compliance with your Advertisement for Bids, submits the following Bid.

1.1 REPRESENTATIONS

- A. Bidder will accept the provisions of the Bidding Documents.
- B. Bidder will enter into and execute a contract with the Owner within 10 days after notification of the acceptance of this Bid.
- C. Bidder will accomplish the Work in accordance with the Bidding Documents prepared by McGill Smith Punshon, 3700 Park 42 Drive, Suite 190B, Cincinnati, Ohio 45241.

1.2 TIME OF COMPLETION

- A. Bidder will achieve Substantial Completion of the Work on or before **October 1, 2023**.

1.3 BID AMOUNTS

- A. **BASE BID:** The undersigned Bidder proposes to perform all Work for the applicable Contract(s), in accordance with the Contract Documents, for the following sum(s):

Nine hundred thirty Seven thousand three hundred Dollars
(\$ 937,300.⁰⁰)

1.4 ADDENDA

A. Bidder acknowledges receipt of the following Addenda:

No. 01 Dated 4/12/2023, 2023

No. 02 Dated 4/20/2023, 2023

Respectfully Submitted,

K&T Construction and Supply Inc.

Firm Name

275 Conover Drive

Street Address

Franklin, Ohio 45005

City, State and Zip Code

937-790-1020

Telephone

Jeanetta Ponchot

By


Signature

CEO

Title

Corporations: Affix Corporate Seal

Ohio

State in which incorporated

END OF DOCUMENT

DOCUMENT 00 43 00
BID FORM SUPPLEMENTS

DATE: APRIL 25, 2023

PROJECT **Interior Renovations to the West Chester Community Services Building**

SUPPLEMENT TO **K&T CONSTRUCTION AND SUPPLY INC.**
PROPOSAL OF

TO **West Chester Township (hereinafter called "Owner")**
9577 Beckett Rd.
West Chester, Ohio 45069

The undersigned, in compliance with your Advertisement for Bids, submits the Supplements to the Bid Form listed below. The information provided shall be considered as an integral part of the Bid Form previously submitted.

These Appendices are as follows:

1. Proposed Subcontractors: Includes the names of Subcontractors and the portions of the Work they will perform.
2. Base Bid Amount Breakdown: Identifies the cost breakdown of the previously submitted Base Bid amount into the portions of the Work requested.

Respectfully submitted,

K&T Construction and Supply Inc.

Firm Name

Jeanetta Ponchot CEO

Name of Officer

 CEO
Signature of Officer

PROPOSED SUBCONTRACTORS

Bidder proposes to use the following Subcontractors for the portions of the Work indicated.

**SPECIFICATION
SECTION**

SUBCONTRACTOR

General Construction

- Demolition
- Framing/ Drywall
- Ceilings
- Painting
- Flooring/ Base
- Doors & Windows
- Casework
- Specialties

HVAC

Electrical

- Data/ IT/ Communications/ Security

Plumbing

Fire Protection

Other

Other

Other

BID PACKAGE #1: ADMINISTRATION: BASE BID AMOUNT BREAKDOWN

The following is a breakdown of the Base Bid Amount into amounts attributable to the portions of the Work indicated. Contractor's overhead and profit shall be included in each item of work.

<u>ITEM OF WORK</u>	<u>VALUE</u>
<u>General Construction</u>	\$ _____
-Demolition	\$ _____
-Framing/ Drywall	\$ _____
-Ceilings	\$ _____
-Painting	\$ _____
-Flooring/ Base	\$ _____
-Doors & Windows	\$ _____
- Casework	\$ _____
-Specialties	\$ _____
<u>HVAC</u>	\$ _____
<u>Electrical</u>	\$ _____
- Data/ IT/ Communications/ Security	\$ _____
<u>Plumbing</u>	\$ _____
<u>Fire Protection</u>	\$ _____
<u>Other</u> _____	\$ _____
<u>Other</u> _____	\$ _____
<u>Other</u> _____	\$ _____
TOTAL (BASE BID AMOUNT)	\$ _____

END OF DOCUMENT

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned K & T Construction and Supply, Inc.

275 Conover Drive Franklin, OH 45005

as principal and Great American Insurance Company

as sureties, are hereby held and firmly bound unto West Chester Township

9577 Beckett Road West Chester, OH 45069

as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on April 25, 2023 to undertake the project known as WEST CHESTER COMMUNITY SERVICES BUILDING INTERIOR RENOVATION

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____

(\$ _____) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 25th day of April, 2023.

PRINCIPAL

K & T Construction and Supply, Inc.

BY: *Jessett Panchot*

TITLE: CEO

SURETY: Great American Insurance Company

BY: *Amy M. Perdue*
Attorney-in-Fact

Amy M. Perdue

Surety Phone No.: 513-369-5000



SURETY COMPANY ADDRESS:

301 4th Street

Street

Cincinnati, OH 45202

City

State

Zip

SURETY AGENT'S ADDRESS:

Overmyer Hall Associates
1600 W. Lane Avenue, Suite 200
Columbus, OH 43221

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20897

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
GREGORY R. OVERMYER	ALL OF	ALL
AMY M. PERDUE	COLUMBUS, OHIO	\$100,000,000
STEPHANIE M. WHITE		
JACK KEHL		
DAVID CANTANESE		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of MAY, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 2ND day of MAY, 2019

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

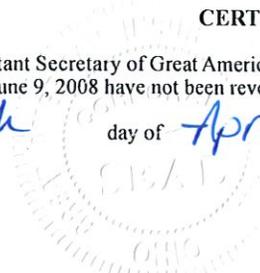
RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of April, 2023.



Steph C. B.

Assistant Secretary



Great American Insurance Group Tower
301 E Fourth St
Cincinnati, OH 45202

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2022**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds	\$ 5,473,101,482	Unpaid losses and loss expenses	\$ 5,396,173,107
Stocks	1,291,625,478	Reserve for underwriting expenses	394,981,321
Mortgage loans on real estate	747,159,419	Reserve for unearned premiums	1,852,967,836
Real estate (net of encumbrances)	2,157,159	Ceded reinsurance premiums payable	196,030,365
Cash and short-term investments	281,542,115	Funds held under reinsurance treaties	765,518,543
Other invested assets	2,065,262,544	Provision for reinsurance	49,381,400
Receivable for securities	909,672	Retroactive reinsurance ceded	(68,612,054)
Investment income due and accrued	47,500,889	Other liabilities	184,945,627
Agents' and premium balances	798,036,114	Total liabilities	8,771,366,145
Reinsurance recoverable on loss payments	160,244,314		
Federal income taxes	18,043,725	Capital stock	\$ 15,440,600
Net deferred tax asset	61,034,209	Paid in surplus	895,823,901
Receivable from affiliates	12,299,832	Special surplus funds	58,365,100
Receivable from Federal Crop Insurance Corporation	644,298,925	Unassigned funds	2,190,373,926
Company owned life insurance	202,710,992	Policyholders' surplus	3,160,003,527
Funds held as collateral	57,086,887		
Funded deductibles	25,791,907		
Other admitted assets	42,364,009		
Total	\$ 11,931,369,672	Total	\$ 11,931,369,672

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners

STATE OF OHIO

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat 1047 as amended; 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2022.

Subscribed and sworn to before me

this 28th day of February, 2023

Holly M. Clayton
Public Notary



HOLLY M. CLAYTON
Notary Public, State of Ohio
My Commission Expires April 28, 2025

Robert J. Schwartz
Controller
Stephen Beraha
Assistant Secretary

Office, of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/06/2022

Effective 07/01/2022

Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

GREAT AMERICAN INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew- Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation

GREAT AMERICAN INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$11,137,717,640, liabilities in the amount of \$8,040,015,461, and surplus of at least \$3,097,702,179.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Loth, Inc. - \$152,196.79 – Purchase furniture for Community Services office area (CIP #1864)

Background:
<p>The Community Services Department has budgeted \$1,400,000 for remodeling the office space in SSC in 2023 (CIP # 1864). This includes an increase of office space and break room to accommodate the whole department, new security at the front door, LED lighting and ventilation in the mechanic’s bay.</p> <p>The need for the work is extensive. The CSD offices are actually the original offices from when the SSC was still an auto-salvage yard. They were not renovated in 2003-04. As such, the layout no longer suits the needs of the department.</p> <p>When the former CSD Director left recently, one of the largest issues uncovered was having the CSD staff split between Township Hall and the SSC. The separation was inefficient and created a divide between staff. However, the SSC does not currently have enough office space to handle the current office staff of CSD.</p> <p>Additionally, the employee training and break room has seating for 20, while CSD has 30 workers on staff currently. This means every training session has employees standing along the walls.</p> <p>Furniture for break room, offices and lobby.</p> <p>The Community Services requests a PO in the amount of \$152,196.79 including a 10% contingency of \$13,836.07.</p> <p>The total for all contracts under this project scope is \$1,209,076.70 against the estimated CIP of \$1,400,000.00</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	1864		
	TIF Info:	219		
	Purchase Order:	S231482	Total Encumbrance:	\$ 152,196.79



3574 East Kemper Road
Cincinnati, OH 45241
(P) 513.554.4900
(F) 513.554.8700

855 Grandview Avenue
Columbus, OH 43215
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Quotation

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Federal I.D. Number: 31-1408389

DUNS #00-892-7345

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Quote To

JOEL WOODRUM
WEST CHESTER TOWNSHIP
9113 CINCINNATI-DAYTON RD
West Chester OH 45069

Ship To

JOEL WOODRUM
WEST CHESTER TOWNSHIP
9577 BECKETT RD
West Chester OH 45069

Phone +1 (513) 340-2678

jwoodrum@westchesteroh.org

Terms NET 30 DAYS

Phone +1 (513) 340-2678

jwoodrum@westchesteroh.org

Sales Location LOTH, INC. CINCINNATI

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
PUBLIC WORKS RENOVATION				
PRICING-BASED ON STATE OF OHIO / SOURCEWELL GPO				
Due to supply chain challenges prices are guaranteed for 10 business days from quote date.				
BEG	Subsection	CONFERENCE 106		
1	10	STEELCASE SERIES 2; CHAIR-UPHOLSTERED BACK UPHOLSTERY COLOR SCHEME: NON-CONTRASTING BACK STITCH DETAIL: QUILTED BACK FINISH: BILLIARD 5H22 - INK SEWN BACK UPHOLSTERY TYPE: SEWN BACK COVER: NO BACK COVER AIR BACK FINISH: PLASTIC - PG1 6205 - BLACK SEAT FINISH: BILLIARD 5H22 - INK SEWN SEAT UPHOLSTERY TYPE: SEWN COLOR SCHEME: SEAGULL BASE FINISH: TEXTURED PAINT 7243 - SEAGULL HEADREST OPTION: NO HEADREST COAT HANGER: NO COAT HANGER LUMBAR OPTION: NO LUMBAR ARM TYPE: HEIGHT,WIDTH,PIVOT,DEPTH ARM CYLINDER TYPE: STANDARD RANGE	604.33	6,043.30

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
2	1	CASTER OR GLIDE TYPE: HARD CASTERS SOIL RETARDANT OPTION: NO SOIL RETARDANT Tag For CONFERENCE 106 SERIES2	2,819.81	2,819.81
3	1	Dang 2 Door / 2 Drawer Console COLOR: Risk-Averse Grey SKU: DA1-LGMEDA-GY Tag For CONFERENCE 106 DANG	2,747.92	2,747.92
4	1	Rectangle Top 54"D x 132"W, 2-pieces Finish and Edge 2 Statement Laminate Top - 1 1/4" Flat Ply Edge Q Formica Inked Oak (5792-PG) Cable Management K One Pwr/Data Cut-out, Centered Tag For CONFERENCE 106 CR54132	804.55	804.55
5	1	Zori 30"D Straight T-Leg Flip Table 60"W Top w/ 3mm Edge Paint Options R Black Laminate Q Formica Inked Oak (5792-PG) Routing Holes Option N No routing holes in leg Caster Color B Black Casters Accent Foot Trim N Standard Foot Cable Mgmt N No Cable Management Tag For CONFERENCE 106 CYRS3060A	2,070.39	2,070.39
		Foundation Panel Base Kit with Trough for 48/54"x 132" Rectangle/Rounded Tops Material and Trim		

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
6	1	Tag For LA Laminate with Aluminum Trim Q Formica Inked Oak (5792-PG) Base Width W 6" Base Width Trough Height E 8" Trough Height CONFERENCE 106 FDU48132	658.44	658.44
7	1	Tag For Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" Connectivity C (2) 10' Power Cords Color Selection AR Clear Aluminum w/ Black Interior CONFERENCE 106 PDE422 Tag For Universal Cable Gripper, 5 openings CONFERENCE 106 PDGR	13.25	13.25
Subsection Sub Total				15,157.66
NON-TAXABLE OHIO SALES				0.00
Subsection Total				15,157.66
END	Subsection			
BEG	Subsection	FOREMAN 112		
8	4	STEELCASE SERIES 2; CHAIR-AIR BACK, 3D MICROKNIT BACK COLOR SCHEME: NON-CONTRASTING OUTER BACK BACK FINISH: 3D MICROKNIT 5T21 - LICORICE AIR BACK FINISH: PLASTIC - PG1 6205 - BLACK SEAT FINISH: FOUNDATION 5877 - FOGGY NIGHT SEWN SEAT UPHOLSTERY TYPE: SEWN COLOR SCHEME: BLACK BASE FINISH: PLASTIC - PG1 6205 - BLACK HEADREST OPTION: NO HEADREST COAT HANGER: NO COAT HANGER	545.89	2,183.56

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
9	4	LUMBAR OPTION: ADJUSTABLE LUMBAR ARM TYPE: HEIGHT,WIDTH,PIVOT,DEPTH ARM CYLINDER TYPE: STANDARD RANGE CASTER OR GLIDE TYPE: SOFT CASTERS SOIL RETARDANT OPTION: NO SOIL RETARDANT Tag For FOREMAN 112 SERIES2	186.04	744.16
10	4	AMQ Boost Power Box Finish: Paint F3 - Black Tag For FOREMAN 112 PB/2-C	323.47	1,293.88
11	2	CF SERIES INTRO DUAL MONITOR ARM ARM FINISH: TEXTURED PAINT 7018 - PEWTER BRACKET TYPE: DUAL C-CLAMP Tag For FOREMAN 112 CFI-D-C	452.63	905.26
12	1	FLEX; MARKERBOARD HEIGHT: 71.00000 Tag For FOREMAN 112 MB/71	486.75	486.75
13	2	FLEX; WALL RAIL WIDTH: 60.00000 WALL RAIL FINISH: TEXTURED PAINT 7360 - MERLE Tag For FOREMAN 112 WR/60	1,532.47	3,064.94
		HIGH DENSITY; CABINET WIDTH: 12.00000 DEPTH: 30.00000 CASE HEIGHT: 42.00000 FRONT COLOR SCHEME: NON CONTRASTING FRONT CASE FINISH: SOLID HPL 2HMG - MERLE (HPL) GRAIN DIRECTION: NO GRAIN DIRECTION INNER FINISH: TEXTURED PAINT 7360 - MERLE		

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
14	1	LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME MAGNETIC BOARD: NO MAGNETIC BOARD KEYS: KEY PLUG PULL: JAZZ PULL PULL FINISH: POLISHED CHROME 9201 - POLISHED CHROME HANDEDNESS: LEFT HAND INTERIOR CONFIGURATION: SHELF COAT CLOSET: NO COAT CLOSET Tag For FOREMAN 112 HDC/42/LH	1,532.47	1,532.47
15	1	HIGH DENSITY; CABINET WIDTH: 12.00000 DEPTH: 30.00000 CASE HEIGHT: 42.00000 FRONT COLOR SCHEME: NON CONTRASTING FRONT CASE FINISH: SOLID HPL 2HMG - MERLE (HPL) GRAIN DIRECTION: NO GRAIN DIRECTION INNER FINISH: TEXTURED PAINT 7360 - MERLE LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME MAGNETIC BOARD: NO MAGNETIC BOARD KEYS: KEY PLUG PULL: JAZZ PULL PULL FINISH: POLISHED CHROME 9201 - POLISHED CHROME HANDEDNESS: RIGHT HAND INTERIOR CONFIGURATION: SHELF COAT CLOSET: NO COAT CLOSET Tag For FOREMAN 112 HDC/42/RH	1,532.47	1,532.47

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
16	8	Tag For LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME MAGNETIC BOARD: NO MAGNETIC BOARD KEYS: KEY PLUG PULL: JAZZ PULL PULL FINISH: SILVER 9212 - SILVER HANDEDNESS: RIGHT HAND INTERIOR CONFIGURATION: SHELF COAT CLOSET: NO COAT CLOSET FOREMAN 112 HDC/42/RH	0.00	0.00
17	4	Tag For LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 2-FR311 2-FR312 2-FR313 2-FR314 FOREMAN 112	502.05	2,008.20
18	1	Tag For PEDESTAL-MOBILE, 1 BOX / 1 FILE, FLUSH STEEL FRONT, 22 5/8D BASIC :7360 MERLE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS ** OPTIONS ** TOP OPT *OPT:TOP OPTIONS 1/8 IN STL STD:1/8 INCH HIGH STEEL DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL FOREMAN 112 BF	356.90	356.90
		28 1/2" H WORKING HEIGHT RECTANGLE TABLE SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 36.00000 TOP FINISH: WOODGRAIN LPL 2LSW - STORM		

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
19	4	WENGE (LPL) BASE TYPE: POST LEG BASE FINISH: TEXTURED PAINT 7360 - MERLE CASTER OR GLIDE TYPE: 2 LOCKING CSTRS & 2 NL CSTRS Tag For FOREMAN 112 30/36/28.5-C REINFORCING CHANNEL, 60W	28.10	112.40
20	4	Tag For FOREMAN 112 RC POST LEG, DOUBLE, GLIDES, 28 1/2H LEGS :7360 MERLE	197.05	788.20
21	2	Tag For FOREMAN 112 DLD POST LEG, PACKAGE QUANTITY 4, GLIDES, 28 1/2H LEGS :7360 MERLE	280.97	561.94
22	4	Tag For FOREMAN 112 PL WORKSURFACE-STRAIGHT, LAMINATE, PLASTIC EDGE PROFILE SIZE OPTION: MODULAR DEPTH: 36.00000 WIDTH: 66.00000 TOP SURFACE FINISH: WOODGRAIN HPL 2HSW - STORM WENGE (HPL) GRAIN DIRECTION: LONG GRAIN EDGE FINISH: PLASTIC - PG1 6704 - STORM WENGE POWER ACCESS: NO POWER ACCESS SCALLOP: NO SCALLOP GROMMET: NO GROMMET CORD DROP: WITH CORD DROP DEPTH WITH CORD DROP: 35.50000 Tag For FOREMAN 112 36/66	262.49	1,049.96

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
23	2	SCREEN SIDE UNIVERSAL WORKSURFACE1.185 FABRIC HEIGHT: 12.00000 WIDTH: 30.00000 SCREEN FINISH: BILLIARD 5H20 - PEWTER SCREEN BRACKET FINISH: TEXTURED PAINT 7360 - MERLE Tag For FOREMAN 112 WSS/12.0/30.0	655.16	1,310.32
			Subsection Sub Total	17,931.41
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	17,931.41
END	Subsection			

BEG	Subsection	OFFICE 104		
24	1	15" D BOOKCASE DEPTH: 15.00000 WIDTH: 36.00000 HEIGHT: 41.78125 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) Tag For OFFICE 104 BC/2/36	436.45	436.45
25	1	BRIDGE DEPTH: 24.00000 WIDTH: 42.00000 MODESTY PANEL: QUARTER HEIGHT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6231 - GRAPHITE WALNUT Tag For OFFICE 104 24/42	208.55	208.55
26	1		888.38	888.38

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
27	1	CREDENZA TWO HIGH WITH KNEESPACE DEPTH: 24.00000 WIDTH: 72.00000 PED LOCATION: RIGHT RIGHT PEDESTAL CONFIGURATION: FILE/FILE MODESTY PANEL: FULL TOP: WITH TOP WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG Tag For OFFICE 104 24/72 DESK DEPTH: 30.00000 WIDTH: 72.00000 SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL COUNTERWEIGHT: WITH COUNTERWEIGHT MODESTY PANEL: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL OPTION: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG	928.80	928.80

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
28	1	Tag For OFFICE 104 30/72 LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 1-FR306	0.00	0.00
29	2	Tag For OFFICE 104 LOCK CYLINDER-FR SERIES, EMBER CHROME LOCK :9250 EMBER CHROME KEYS :SK SPEC 2-FR306	0.00	0.00
30	2	Tag For OFFICE 104 ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 1/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W49 BLACK SOFT WHEEL CASTER MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE	380.26	760.52
31	1	Tag For OFFICE 104 50091 CABINET-STORAGE, 4 ADJUSTABLE SHELVES, FLUSH STEEL FRONT, 18D X 30W X 65 1/2H BASIC :7360 MERLE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS ** OPTIONS ** TOP OPT *OPT:TOP OPTIONS STL TOP STD:1" STEEL TOP Tag For OFFICE 104 SC/65-1/2	915.44	915.44

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
32	1	GROMMET, PACKAGE QUANTITY 10	32.30	32.30
	Tag For	OFFICE 104 GROM		
33	1	CHANNEL-REINFORCING, 48D	29.23	29.23
	Tag For	OFFICE 104 RC		
			Subsection Sub Total	4,199.67
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	4,199.67
END	Subsection			
BEG	Subsection	OFFICE 105		
34	1	DESK DEPTH: 24.00000 WIDTH: 54.00000 SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: CLEAR-ACCESS END PANEL MODESTY PANEL: QUARTER HEIGHT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT	323.79	323.79
	Tag For	OFFICE 105 24/54		
35	1	LATERAL 2 HIGH FILE/FILE DEPTH: 24.00000 WIDTH: 30.00000 DRAWER CONFIG: FILE/FILE APPLICATION: FULL TOP: WITH TOP WORKSURFACE THICKNESS: 1.12500	666.50	666.50

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
36	1	CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG COUNTERWEIGHT: NO COUNTERWEIGHT Tag For OFFICE 105 LF/30/FF	218.44	218.44
37	1	MODESTY PANEL, 13 3/4"H WIDTH: 60.00000 MODESTY PANEL FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) BRACKET FINISH: TEXTURED PAINT 7360 - MERLE Tag For OFFICE 105 MP/60	518.15	518.15
38	1	15" H OVERHEAD WIDTH: 54.00000 STORAGE: PERSONAL CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) DOOR OPTION TYPE: HINGED DOORS HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG ATTACHMENT BRACKETS: WALL MOUNT BRACKETS Tag For OFFICE 105 OH/54/15	641.99	641.99

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
39	1	RETURN DEPTH: 24.00000 WIDTH: 48.00000 HANDEDNESS: RIGHT HAND SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL MODESTY PANEL: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL OPTION: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG Tag For OFFICE 105 24/48	204.25	204.25
40	1	TACKBOARD SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 54.00000 APPLICATION: WALL MOUNT TACKBOARD FINISH: BUZZ2 5F08 - NAVY FABRIC DIRECTION: HORIZONTAL Tag For OFFICE 105 TB/54/20.2500 TOWER WITH DRAWERS AND WARDROBE DEPTH: 24.00000 WIDTH: 24.00000 HEIGHT: 66.50000 DRAWER CONFIG: FILE/FILE HANDEDNESS: RIGHT HAND CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) PULL: NILE PULL	1,208.73	1,208.73

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41	7	Tag For OFFICE 105 ST/66 PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG	0.00	0.00
42	1	Tag For OFFICE 105 LOCK CYLINDER-FR SERIES, EMBER CHROME LOCK :9250 EMBER CHROME KEYS :SK SPEC 7-FR307	235.01	235.01
43	1	Tag For OFFICE 105 SL/37 LIGHT-SHELF, 25 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 37W	1,464.75	1,464.75
44	1	Tag For OFFICE 105 29/70/58/23/BSC-UP MIGRATION SE DESK 90 DEGREE T LEG BASIC HEIGHT SIZE OPTION: MODULAR DEPTH - LEFT: 29.00000 DEPTH - RIGHT: 23.00000 WIDTH - LEFT: 70.00000 WIDTH - RIGHT: 58.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT BASE FINISH: TEXTURED PAINT 7360 - MERLE CONTROLLER: UP/DOWN CONTROLLER FOOT OPTION: SQUARED EDGE	357.40	357.40
		ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 1/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC		

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DUNS #00-892-7345

Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
45	1	CASTER/GLIDE W48 BLACK HARD WHEEL CASTER - STD MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE Tag For OFFICE 105 50091	1,007.79	1,007.79
46	1	ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 3/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W48 BLACK HARD WHEEL CASTER - STD MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE Tag For OFFICE 105 50093	573.62	573.62
47	1	28 1/2" H WORKING HEIGHT RECTANGLE TABLE SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 48.00000 TOP FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) BASE TYPE: COLUMN BASE FINISH: TEXTURED PAINT 7360 - MERLE Tag For OFFICE 105 30/48/28.5 GROMMET, PACKAGE QUANTITY 10 Tag For OFFICE 105 GROM	32.30	32.30
Subsection Sub Total				7,452.72

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			NON-TAXABLE OHIO SALES	0.00
			Total	7,452.72
END				
BEG	Subsection	OFFICE 109		
48	1	15" D BOOKCASE DEPTH: 15.00000 WIDTH: 36.00000 HEIGHT: 47.96875 CASE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) Tag For OFFICE 109 BC/2/36	567.60	567.60
49	1	BRIDGE DEPTH: 24.00000 WIDTH: 42.00000 MODESTY PANEL: QUARTER HEIGHT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT Tag For OFFICE 109 24/42	208.55	208.55
50	1	CREDENZA TWO HIGH WITH KNEESPACE DEPTH: 24.00000 WIDTH: 72.00000 PED LOCATION: RIGHT RIGHT PEDESTAL CONFIGURATION: FILE/FILE MODESTY PANEL: FULL TOP: WITH TOP WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 -	888.38	888.38

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
51	1	VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG Tag For OFFICE 109 24/72 DESK DEPTH: 36.00000 WIDTH: 72.00000 SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL COUNTERWEIGHT: WITH COUNTERWEIGHT MODESTY PANEL: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL OPTION: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG	967.93	967.93
52	1	Tag For OFFICE 109 36/72 15" H OVERHEAD WIDTH: 66.00000 STORAGE: PERSONAL CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) DOOR OPTION TYPE: HINGED DOORS HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) LOCK FINISH: EMBER CHROME 9250 - EMBER	614.04	614.04

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
53	1	CHROME KEYS: KEY PLUG ATTACHMENT BRACKETS: WALL MOUNT BRACKETS Tag For OFFICE 109 OH/66/15	254.13	254.13
54	4	TACKBOARD SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 66.00000 APPLICATION: WALL MOUNT TACKBOARD FINISH: BILLIARD 5H22 - INK FABRIC DIRECTION: HORIZONTAL Tag For OFFICE 109 TB/66/20.2500	0.00	0.00
55	1	LOCK CYLINDER-FR SERIES, EMBER CHROME LOCK :9250 EMBER CHROME KEYS :SK SPEC 4-FR308 Tag For OFFICE 109	235.01	235.01
56	2	LIGHT-SHELF, 25 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 37W Tag For OFFICE 109 SL/37	357.40	714.80
		ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 1/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W48 BLACK HARD WHEEL CASTER - STD MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE		

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
57	1	Tag For OFFICE 109 50091 GROMMET, PACKAGE QUANTITY 10	32.30	32.30
58	1	Tag For OFFICE 109 GROM CHANNEL-REINFORCING, 48D	29.23	29.23
		Tag For OFFICE 109 RC		
			Subsection Sub Total	4,511.97
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	4,511.97
END	Subsection			
BEG	Subsection	OFFICE 110		
59	1	15" D BOOKCASE DEPTH: 15.00000 WIDTH: 36.00000 HEIGHT: 47.96875 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL)	454.08	454.08
60	1	Tag For OFFICE 110 BC/2/36 BRIDGE DEPTH: 24.00000 WIDTH: 42.00000 MODESTY PANEL: QUARTER HEIGHT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT	208.55	208.55

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
61	1	Tag For OFFICE 110 24/42 CREDENZA TWO HIGH WITH KNEESPACE DEPTH: 24.00000 WIDTH: 72.00000 PED LOCATION: LEFT LEFT PEDESTAL CONFIGURATION: FILE/FILE MODESTY PANEL: FULL TOP: WITH TOP WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG	888.38	888.38
62	1	Tag For OFFICE 110 24/72 DESK DEPTH: 36.00000 WIDTH: 72.00000 SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL SUPPORT - LEFT: FULL DEPTH END PANEL COUNTERWEIGHT: WITH COUNTERWEIGHT MODESTY PANEL: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL OPTION: NILE PULL	967.93	967.93

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
63	1	Tag For OFFICE 110 36/72 PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG LATERAL 4 HIGH FILE DEPTH: 18.87500 WIDTH: 36.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG PULL: NILE PULL NILE PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK WORKSURFACE THICKNESS: 1.12500	1,249.15	1,249.15
64	1	Tag For OFFICE 110 LF/36/FF 15" H OVERHEAD WIDTH: 66.00000 STORAGE: PERSONAL CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) DOOR OPTION TYPE: HINGED DOORS HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG ATTACHMENT BRACKETS: WALL MOUNT BRACKETS Tag For OFFICE 110 OH/66/15	614.04	614.04

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
65	1	TACKBOARD SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 66.00000 APPLICATION: WALL MOUNT TACKBOARD FINISH: BILLIARD 5H22 - INK FABRIC DIRECTION: HORIZONTAL Tag For OFFICE 110 TB/66/20.2500	254.13	254.13
66	6	LOCK CYLINDER-FR SERIES, EMBER CHROME LOCK :9250 EMBER CHROME KEYS :SK SPEC 6-FR309 Tag For OFFICE 110	0.00	0.00
67	1	LIGHT-SHELF, 25 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 37W Tag For OFFICE 110 SL/37	235.01	235.01
68	1	ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 1/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W48 BLACK HARD WHEEL CASTER - STD MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE Tag For OFFICE 110 50091	357.40	357.40
69	1	ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 3/CARTON	1,007.79	1,007.79

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
70	1	FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W48 BLACK HARD WHEEL CASTER - STD MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE Tag For OFFICE 110 50093	32.30	32.30
71	1	GROMMET, PACKAGE QUANTITY 10 Tag For OFFICE 110 GROM CHANNEL-REINFORCING, 48D Tag For OFFICE 110 RC	29.23	29.23
Subsection Sub Total				6,297.99
NON-TAXABLE OHIO SALES				0.00
Subsection Total				6,297.99
END	Subsection			
BEG	Subsection	OFFICE 111		
72	1	15" D BOOKCASE DEPTH: 15.00000 WIDTH: 36.00000 HEIGHT: 47.96875 CASE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) Tag For OFFICE 111 BC/2/36	567.60	567.60
73	1	BRIDGE DEPTH: 24.00000	208.55	208.55

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
74	1	WIDTH: 42.00000 MODESTY PANEL: QUARTER HEIGHT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT Tag For OFFICE 111 24/42	888.38	888.38
75	1	CREDENZA TWO HIGH WITH KNEESPACE DEPTH: 24.00000 WIDTH: 72.00000 PED LOCATION: LEFT LEFT PEDESTAL CONFIGURATION: FILE/FILE MODESTY PANEL: FULL TOP: WITH TOP WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG Tag For OFFICE 111 24/72 DESK DEPTH: 36.00000 WIDTH: 72.00000 SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL SUPPORT - LEFT: FULL DEPTH END PANEL COUNTERWEIGHT: WITH COUNTERWEIGHT MODESTY PANEL: FULL WORKSURFACE THICKNESS: 1.12500	967.93	967.93

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
76	1	CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT PULL OPTION: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG Tag For OFFICE 111 36/72	614.04	614.04
77	1	15" H OVERHEAD WIDTH: 66.00000 STORAGE: PERSONAL CASE FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) DOOR OPTION TYPE: HINGED DOORS HEADSET FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG ATTACHMENT BRACKETS: WALL MOUNT BRACKETS Tag For OFFICE 111 OH/66/15	254.13	254.13
78	4	TACKBOARD SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 66.00000 APPLICATION: WALL MOUNT TACKBOARD FINISH: BILLIARD 5H22 - INK FABRIC DIRECTION: HORIZONTAL Tag For OFFICE 111 TB/66/20.2500	0.00	0.00

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
79	1	LOCK CYLINDER-FR SERIES, EMBER CHROME LOCK :9250 EMBER CHROME KEYS :SK SPEC 4-FR310 Tag For OFFICE 111	235.01	235.01
80	2	LIGHT-SHELF, 25 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 37W Tag For OFFICE 111 SL/37	357.40	714.80
81	1	ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 1/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W48 BLACK HARD WHEEL CASTER - STD MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE Tag For OFFICE 111 50091	291.54	291.54
82	1	25 1/2" H LOUNGE HEIGHT PERSONAL TABLE SIZE OPTION: MODULAR DEPTH: 18.00000 WIDTH: 24.00000 TOP FINISH: WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) BASE TYPE: COLUMN BASE FINISH: TEXTURED PAINT 7360 - MERLE Tag For OFFICE 111 18/24/25.5	32.30	32.30
		GROMMET, PACKAGE QUANTITY 10 Tag For OFFICE 111		

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
83	1	GROM CHANNEL-REINFORCING, 48D	29.23	29.23
	Tag For	OFFICE 111 RC		
			Subsection Sub Total	4,803.51
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	4,803.51
END	Subsection			
BEG	Subsection	RECEPTION 101		
84	1	BRACE-WORKSURFACE, 45W	31.13	31.13
	Tag For	RECEPTION 101		
85	1	DESK DEPTH: 24.00000 WIDTH: 84.00000 SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: CLEAR-ACCESS END PANEL MODESTY PANEL: QUARTER HEIGHT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) EDGE FINISH: PLASTIC - PG1 6704 - STORM WENGE	499.66	499.66
	Tag For	RECEPTION 101 24/84		
86	1	DESK DEPTH: 30.00000 WIDTH: 72.00000 SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL SUPPORT - LEFT: CLEAR-ACCESS END PANEL COUNTERWEIGHT: WITH COUNTERWEIGHT MODESTY PANEL: QUARTER HEIGHT	928.80	928.80

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855 Grandview Avenue
Columbus, OH 43215
(P) 614.487.4000
(F) 614.487.8281

DUNS #00-892-7345

Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
87	1	<p>WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) HEADSET FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) EDGE FINISH: PLASTIC - PG1 6704 - STORM WENGE PULL OPTION: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG</p> <p>Tag For RECEPTION 101 30/72</p>	928.80	928.80
88	1	<p>DESK DEPTH: 30.00000 WIDTH: 72.00000 SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL COUNTERWEIGHT: WITH COUNTERWEIGHT MODESTY PANEL: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) HEADSET FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) EDGE FINISH: PLASTIC - PG1 6704 - STORM WENGE PULL OPTION: NILE PULL PULL FINISH: SMOOTH PAINT PG2 0835 - BLACK LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG</p> <p>Tag For RECEPTION 101 30/72</p> <p>15" H OVERHEAD WIDTH: 42.00000 STORAGE: PERSONAL</p>	413.66	413.66

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

ACCEPTED BY _____ TITLE _____ DATE _____



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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
89	1	CASE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) DOOR OPTION TYPE: HINGED DOORS HEADSET FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) LOCK FINISH: EMBER CHROME 9250 - EMBER CHROME KEYS: KEY PLUG ATTACHMENT BRACKETS: WALL MOUNT BRACKETS Tag For RECEPTION 101 OH/42/15	182.75	182.75
90	1	TACKBOARD SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 42.00000 APPLICATION: WALL MOUNT TACKBOARD FINISH: BUZZ2 5F07 - BLUE FABRIC DIRECTION: HORIZONTAL Tag For RECEPTION 101 TB/42/20.2500	0.00	0.00
91	4	LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 1-FR305 Tag For RECEPTION 101	0.00	0.00
92	1	LOCK CYLINDER-FR SERIES, EMBER CHROME LOCK :9250 EMBER CHROME KEYS :SK SPEC 4-FR305 Tag For RECEPTION 101 LIGHT-SHELF, 17 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 25W Tag For RECEPTION 101 SL/25	221.87	221.87

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Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
93	1	UNIVERSAL, FILE, SURROUND, LAMINATE DEPTH: 18.00000 WIDTH: 118.37500 HEIGHT: 40.00000 TOP SURFACE FINISH: SOLID HPL 2730 - ARCTIC WHITE PROFILE A: 1MM PLASTIC EDGE PROFILE B: 1MM PLASTIC EDGE PROFILE C: 1MM PLASTIC EDGE PROFILE D: 1MM PLASTIC EDGE EDGE FINISH: PLASTIC - PG1 6009 - ARCTIC WHITE SECTIONED TOP: 2 SECTIONED TOP GRAIN DIRECTION-TOP: NO GRAIN DIRECTION END PANEL: END PANEL - LEFT AND RIGHT BACK PANEL: NO BACK PANEL END PANEL FINISH: SOLID HPL 2730 - ARCTIC WHITE END PANEL GRAIN DIRECTION: NO GRAIN DIRECTION Tag For RECEPTION 101 FS/18(18)/120.973(118.375)	608.53	608.53
94	1	BOOKCASE, 2 ADJUSTABLE SHELVES, 15D X 30W X 40H BASIC :7360 MERLE OPTIONS ** OPTIONS ** TOP OPT *OPT:TOP OPTIONS STL TOP STD:1" STEEL TOP Tag For RECEPTION 101 BC/3/30	524.05	524.05
95	1	UNIVERSAL; LATERAL FILE, 3 DRAWERS, FLUSH STEEL FRONT, 18D X 30W X 40H BASIC :7360 MERLE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS ** OPTIONS ** TOP OPT *OPT:TOP OPTIONS STL TOP STD:1" STEEL TOP LOCK OPT *OPT:DRAWER LOCK OPTIONS CENTRAL STD:CENTRAL LOCKING DWR	737.94	737.94

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
96	2	Tag For DWR ACC *OPT:FILE DWR ACCESSORIES HF STD:DRAWERS WITH HF'S WGHT PKG *OPT:COUNTERWEIGHT PKG WEIGHT COUNTERWEIGHT PKG RECEPTION 101 LF/3/30	289.82	579.64
97	1	Tag For SCOOP; STOOL, UPHOLSTERED SEAT PAD LEGS :7360 MERLE PLASTIC :6BD6 LAGOON UPHLSTRY:5877 FOGGY NIGHT OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES RECEPTION 101 SCOOP	32.30	32.30
98	2	Tag For GROMMET, PACKAGE QUANTITY 10 RECEPTION 101 GROM	29.23	58.46
99	1	Tag For CHANNEL-REINFORCING, 48D RECEPTION 101 RC	66.05	66.05
			Subsection Sub Total	5,813.64
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	5,813.64
END	Subsection			
BEG	Subsection	TRAINING 114		
100	1	Dang 2 Door / 2 Drawer Console	2,819.81	2,819.81

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
101	1	COLOR: Marine Blue SKU: DA1-LGMEDA-MR Tag For TRAINING 114 DANG Landing Team Table (Complete Table) on Levelers, 42"D x 72"W Finish Edge and Suffix A Laminate w/ 3mm PVC Edge (Complete Table) Table Height B Bar Height (42'H) Cable Management N No Cable Management Footer Bar (bar specified seperately) N No Pilot Holes for Footer Bar Laminate - Outside Shell Q Formica Inked Oak (5792-PG) Laminate - Inner Shell Q Formica Inked Oak (5792-PG)	1,072.60	1,072.60
102	1	Tag For TRAINING 114 NEL4272 ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 1/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W49 BLACK SOFT WHEEL CASTER MESH BACK MPI PITCH GRADE 3 GRADE 3 MATERIAL SWH SPRADLING WHISPER 3057133 CHARCOAL WHI-2139	398.44	398.44
103	11	Tag For TRAINING 114 50091 ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 3/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE	1,113.25	12,245.75

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DUNS #00-892-7345

Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
104	2	W49 BLACK SOFT WHEEL CASTER MESH BACK MPI PITCH GRADE 3 GRADE 3 MATERIAL SWH SPRADLING WHISPER 3057133 CHARCOAL WHI-2139 Tag For TRAINING 114 50093	1,994.92	3,989.84
105	1	UMAMI; LOUNGE-CORNER, SINGLE DEPTH: 30.00000 WIDTH: 30.00000 COLOR SCHEME: MONOLITHIC SEAT FINISH: FOUNDATION 5877 - FOGGY NIGHT FRAME FINISH: TEXTURED PAINT 7360 - MERLE POWER: NO POWER Tag For TRAINING 114 UMAMI/CLS	1,994.92	1,994.92
106	1	UMAMI; LOUNGE-END CAP DEPTH: 30.00000 WIDTH: 30.00000 COLOR SCHEME: MONOLITHIC SEAT FINISH: FOUNDATION 5877 - FOGGY NIGHT FRAME FINISH: TEXTURED PAINT 7360 - MERLE ARM POSITION: ARM LEFT TABLE: NO TABLE POWER: NO POWER Tag For TRAINING 114 UMAMI/EC Tag For TRAINING 114 UMAMI; LOUNGE-END CAP DEPTH: 30.00000 WIDTH: 30.00000 COLOR SCHEME: MONOLITHIC SEAT FINISH: FOUNDATION 5877 - FOGGY NIGHT FRAME FINISH: TEXTURED PAINT 7360 - MERLE ARM POSITION: ARM RIGHT TABLE: NO TABLE POWER: NO POWER	1,994.92	1,994.92

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252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
107	2	UMAMI/EC UMAMI; LOUNGE-STRAIGHT, SINGLE DEPTH: 30.00000 WIDTH: 30.00000 COLOR SCHEME: MONOLITHIC SEAT FINISH: FOUNDATION 5877 - FOGGY NIGHT FRAME FINISH: TEXTURED PAINT 7360 - MERLE TABLE: NO TABLE POWER: NO POWER	1,539.12	3,078.24
		Tag For TRAINING 114 UMAMI/SLS		
108	7	SCOOP; STOOL, UPHOLSTERED SEAT PAD LEGS :7360 MERLE PLASTIC :6BD6 LAGOON UPHLS TRY:5877 FOGGY NIGHT OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES	289.82	2,028.74
		Tag For TRAINING 114 SCOOP		
109	15	TABLE-RECTANGLE, NON-FLIP SIZE OPTION: MODULAR WIDTH: 72.00000 DEPTH: 30.00000 TOP SURFACE FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) GRAIN DIRECTION: LONG GRAIN EDGE FINISH: PLASTIC - PG1 6704 - STORM WENGE LEG: CAST LEG LEG FINISH: TEXTURED PAINT 7360 - MERLE MOBILITY: MOBILE - 4 STANDARD CASTERS CASTER: 2 LK CASTERS & 2 NONLK CASTERS UNDERSIDE: LIGHT MODESTY PANEL: NO MODESTY PANEL POWER ACCESS: NO POWER ACCESS CABLE MANAGER APPLICATION: NO CABLE MANAGER GANGING: NOT GANGING	687.57	10,313.55

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Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
110	2	Tag For TRAINING 114 30/72-FX-CL 28 1/2" H WORKING HEIGHT RECTANGLE TABLE SIZE OPTION: MODULAR DEPTH: 42.00000 WIDTH: 54.00000 TOP FINISH: WOODGRAIN LPL 2LSW - STORM WENGE (LPL) BASE TYPE: COLUMN BASE FINISH: TEXTURED PAINT 7360 - MERLE Tag For TRAINING 114 42/54/28.5	665.64	1,331.28
Subsection Sub Total				41,268.09
NON-TAXABLE OHIO SALES				0.00
Subsection Total				41,268.09
END	Subsection			
BEG	Subsection	WAITING 102		
111	1	Lagunitas; Lounge-High, 2 seat, Back, Side screen Screen Type: Fabric Inside Screen Finish: Bo Peep 5G85 - SHARKSKIN Outside Screen Finish: Bo Peep 5G85 - SHARKSKIN Screen Color Scheme: Non-Contrasting Seat Cushion Finish: Brisa BR10 - NIGHT NAVY Back Cushion Finish: Brisa BR10 - NIGHT NAVY Cushion Color Scheme: Non-Contrasting Bracket Finish: Smooth Paint 4710 - LOW GLOSS BLACK Screen Location: Back and Left Side Cushion Option: 1 Corner Cushion Articulating Back: 1 Articulating Back Pull Color Scheme: Non-Contrasting Power: No Power Fabric Backer: Backer Not Required Tag For WAITING 102 LAG/LH2LH	6,157.10	6,157.10
112	1		6,157.10	6,157.10

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
113	1	Lagunitas; Lounge-High, 2 seat, Back, Side screen Screen Type: Fabric Inside Screen Finish: Bo Peep 5G85 - SHARKSKIN Outside Screen Finish: Bo Peep 5G85 - SHARKSKIN Screen Color Scheme: Non-Contrasting Seat Cushion Finish: Brisa BR10 - NIGHT NAVY Back Cushion Finish: Brisa BR10 - NIGHT NAVY Cushion Color Scheme: Non-Contrasting Bracket Finish: Smooth Paint 4710 - LOW GLOSS BLACK Screen Location: Back and Right Side Cushion Option: 1 Corner Cushion Articulating Back: 1 Articulating Back Pull Color Scheme: Non-Contrasting Power: No Power Fabric Backer: Backer Not Required Tag For WAITING 102 LAG/LH2RH	380.26	380.26
114	2	ACEN, MESH BACK NESTING SIDE CHAIR, WITH ARMS - 1/CARTON FRAME/PLASTIC BLKP BLACK FRAME/BLACK PLASTIC CASTER/GLIDE W49 BLACK SOFT WHEEL CASTER MESH BACK MPI PITCH GRADE 1 GRADE 1 MATERIAL OFSV OFS VITALITY 3101723 BALANCE Tag For WAITING 102 50091	291.54	583.08

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DUNS #00-892-7345

Quotation

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(cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
252754	03/20/23 <small>mm/dd/yy</small>		WEST13	KAREN SINGER/TGO	230053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For	WAITING 102 16/26/25.5		
			Subsection Sub Total	13,277.54
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	13,277.54
END	Subsection			
116	40	Design	75.00	3,000.00
117	1	Delivery and Installation during normal business hours, no stair carry.	13,276.62	13,276.62

QUOTATION TOTALS	
Sub Total	136,990.82
LOTH SURCHARGE	1,369.90
NON-TAXABLE OHIO SALES	0.00
Grand Total	138,360.72

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

ACCEPTED BY _____ TITLE _____ DATE _____

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
McGill Smith Punshon, Inc. – \$25,850.00 – Manage construction of Community Services office area (CIP #1864)

Background:
<p>The Community Services Department has budgeted \$1,400,000 for remodeling the office space in the Safety Services Center in 2023 (CIP # 1864). This includes an increase of office space and break room to accommodate the whole department, new security at the front door, LED lighting and ventilation in the mechanic’s bay.</p> <p>The need for the work is extensive. The CSD offices are actually the original offices from when the SSC was still an auto-salvage yard. They were not renovated in 2003-04. As such, the layout no longer suits the needs of the department.</p> <p>When the former CSD Director left recently, one of the largest issues uncovered was having the CSD staff split between Township Hall and the SSC. The separation was inefficient and created a divide between staff. However, the SSC does not currently have enough office space to handle the current office staff of CSD.</p> <p>Additionally, the employee training and break room has seating for 20, while CSD has 30 workers on staff currently. This means every training session has employees standing along the walls.</p> <p>Manage the construction & assist in getting permits.</p> <p>The Community Services requests a PO in the amount of \$25,850.00 including a 10% contingency of \$2,350.00.</p> <p>The total for all contracts under this project scope is \$1,209,076.70 against the estimated CIP of \$1,400,000.00</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	1864		
	TIF Info:	219		
	Purchase Order:	S231481	Total Encumbrance:	\$ 25,850.00

EXHIBIT -B (DRAFT)
Scope Outline
Construction Administration Services



**For The Renovation of the Existing
West Chester Community Services Department**

MSP Job Number: 02385.21

PROJECT UNDERSTANDING

The following scope outline is for design and engineering services for the renovation and interior addition of the existing West Chester Community Services department at 9577 Beckett Rd. The renovation and addition are intended to provide a new expansion for the Community Services department while updated the interior finishes. The work will include upgrades/ alterations to the HVAC, electrical, plumbing, and fire protection systems to provide a facility that meets or exceed code required energy efficiency.

It is assumed that this project will be designed and bid as one project with construction performed by a General Contractor selected through a competitive bidding process. Below is an outline summary of proposed design and engineering services. The outline is provided for general reference and clarification only.

BASIC SERVICES

1. Architectural Bid Documents

Based on the Concept design we will move directly into developing the document set, generating a complete set of drawings and specifications for bidding.

a. Deliverables:

- Prepare required building and zoning code analysis with a summary for owner review.
- Prepare Design Development documents (drawings and specifications) as required for owner approval.
- Prepare final Construction Documents (drawings and specifications) as required to submit for owner approval and building permit application.
- Prepare and Submit updated Cost Estimates

b. Bidding and Permitting Assistance

- Completion of required permit applications and responses to correction letters issued by the permitting authorities.
- Attend up to (2) pre-bid meetings.
- Respond to Requests for information from Contractors.
- Provide drawing or specification revisions and issue addenda as required.
- Attend one (1) bid opening and review final bids to make recommendations as requested.

c. Construction Phase Services

- Respond to Requests for Information from Contractors
- Review, provide feedback on, and prepare owner approved change orders.
- Review and approve contractor requests for payment.

EXHIBIT 'B'
Scope Outline
Construction Administration Services

- Provide drawing or specification revisions and issue Bulletins for design revisions, drawing clarifications, and approved change orders as required.
 - Review of Shop Drawings.
 - Conduct monthly progress meetings during construction – assumes 9-month construction schedule (up to 9 meetings)
 - Attend additional job site visits to resolve issues to facilitate ongoing construction (up to 6 additional meetings)
 - Two Punch List walk-throughs. Additional Punch List walkthroughs to resolve ongoing contractor issues may require additional fees.
- d. **Project Close-out**
- Prepare the Record Documents based on approved Change Orders, Construction Change Directives, or other approved changes to the A+E's instruments service, as well as records maintained by the contractor during construction of actual built conditions that vary from the design documents (red-line mark-ups). Any such changes not accurately recorded by the contractor cannot be incorporated into the Record Documents without additional fees to field verify actual built conditions.
 - Coordinate delivery to the owner of all Operations and Maintenance documentation provided by the General Contractor.
 - Process the Certificate of Contract Completion.
 - Provide the owner with copies of all approved submittals and shop drawings.
- e. **Post Construction**
- (11) Month walk-through with the Owner and Contractor to identify items and issues requiring resolution before the expiration of the 1-year warranty period.

PROJECT EXCLUSIONS

- Furniture Selection
- Public utility infrastructure upstream of the demarcation points for electric, water, sanitation, fire, etc. are adequate and available at the voltage, pressure, flow, etc. to serve the project without the need for utility infrastructure upgrades. If it is determined that utilities cannot adequately support the new work, additional services may be required.
- Environmental investigation or studies (by others).
- The design of site gas, electric and telecommunications, beyond utility coordination with sewer and water services.
- Review fees and permit application fees, if applicable.
- Special inspection.
- LEED certification and submittals.
- Integrated Building Systems design.
- Soliciting for Special Inspections Services
- Building Envelope inspection/ review.
- Audio Visual design.

EXHIBIT 'B'
Scope Outline
Construction Administration Services

FEE

PERMITTING ASSISTANCE	\$ 5,500.00
CONSTRUCTION PHASE SERVICES	\$ 18,000.00
TOTAL FEE	\$ 23,500.00
Reimbursable Expenses * (allowance) **	\$ 1,000.00

* Reimbursable expenses such as mileage, postage printing, etc, are additional and will be charged at rate of 1.1 per attached rate schedule.

** Allowances provided above are approximate. Should actually fees or costs approach this limit, MSP will notify the Owner before proceeding. No additional services will be undertaken without prior approval by the Owner of both scope and fee.

DRAFT

EXHIBIT 'B'
Scope Outline
Construction Administration Services

Hourly Rate Schedule

Principal	\$165-\$210.00/hour
Project Manager.....	\$90-\$175.00/hour
Registered Engineer	\$100-\$180.00/hour
Registered Architect.....	\$80-\$180.00/hour
Registered Landscape Architect/Planner	\$70-\$165.00/hour Professional
Surveyor.....	\$85-\$180.00/hour
Designer/Job Captain	\$75-\$110.00/hour
CADD Operator/Technician	\$50-\$100.00/hour
Surveying (Monday through Friday) 8 Hours*	
3 Man Crew.....	\$185.00/hour
2 Man Crew.....	\$160.00/hour
1 Man Crew.....	\$110.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

- Travel \$0.65/mile
- Sub-consultants will be invoiced at 1.2 times MSP cost.
- Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.
- All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2022

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
The Habegger Corp. - \$22,935.00 – Install new HVAC controls for Safety Services Center (CIP # 1920)

Background:
<p>The HVAC control system for Safety Service Center is old and will not work with the new units to be added as part of the Community Services department remodel. The Habegger Corp has been chosen to provide a new HVAC control system including installation and programing.</p> <p>The Community Services requests a PO in the amount of \$22,935.00 including a 10% contingency of \$2,085.00.</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	1920		
	TIF Info:	219		
	Purchase Order:	S231483	Total Encumbrance:	\$ 22,935.00

HABEGGER

COMMERCIAL GROUP

11413 Enterprise Park Drive, Cincinnati, Ohio, 45241
(513) 612-4700/4701(FAX)

March 15, 2023

Westchester Township

New Carrier I-Vu Open BacNet control system to replace existing Honeywell control system.

- (7) RTU controllers with supply and space temp sensors**
- (2) Bypass controllers with pressure sensors**
- (8) VVT Zone controller with supply air and space temp sensors**
- (1) Carrier I-Vu Web based interface**

Price: \$ \$20,850

Includes installation and programing of controls to be done during normal working hours.

John Bruns
Controls Engineer
Habegger Corp.
(513) 266-7263

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Personnel Item
Submitted By:	
Tonya Pointer, Director of Human Resources	

Motion:
Approve a 4% raise for West Chester Township Administrator Larry D. Burks, retroactively effective February 19, 2023

Background:
<p>West Chester Township Administrator, Larry D. Burks, was hired on February 19, 2018. Per his employment contract, his performance shall be evaluated "...at a minimum every two years starting in 2018."</p> <p>During discussion of his previous year's performance, the Trustees determined that Mr. Burks is to receive a raise of 4% "...to be retroactively effective February 19, 2023."</p>

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

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Personnel Item
Submitted By:	
Tonya Pointer, Director of Human Resources	

Motion:
Approve a 4% raise for West Chester Township Assistant Administrator Lisa D. Brown, effective May 28, 2023

Background:
<p>West Chester Township Assistant Administrator, Lisa D. Brown, was hired on July 2, 2018. Per her employment contract, her performance shall be evaluated "...every year in June starting in 2021."</p> <p>The Township Administrator determined that Lisa is to receive a raise of 4% "...to be effective May 28, 2023"</p>

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

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Personnel Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Hire part-time Fire Inspector Jeffery Vaughn, effective May 3, 2023 at the hourly rate of \$20.0687 with a one-year probationary period

Background:
<p>The process for the latest round of part-time Fire Inspector applicants has been completed. After a complete review of their backgrounds, past and present employers and personal references, the department would like to recommend Jeffrey Vaughn to the position of Part-time Fire and Life Safety Inspector.</p> <p>Jeffery Vaughn is an Ohio certified Life Safety Inspector. He is currently employed as a full-time Firefighter/Paramedic/Fire Inspector with the City of Sharonville Fire Department.</p> <p>Thank you for your consideration.</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

May 1, 2023

Jeffery Vaughn

Dear Jeff,

We are pleased make a final offer of employment for the position of Part-time Fire Inspector for West Chester Township. Although your official appointment will be May 9, 2023 at a regular West Chester Board of Trustees' meeting with an effective hire date of May 3, 2023, the commitment to you regarding compensation, benefits, and related provisions is outlined herein.

General

Position: Fire Inspector
Employer: West Chester Township
Effective Hire Date: May 3, 2023
Probationary Period: 365 days commencing on Hire Date

Compensation

Base Salary: \$20.06 per Hour

Benefits/Other Provisions

Medical/Dental/Vision: As a part-time employee, you are not eligible for Medical, Dental or Vision benefits.

Leave: As a part-time Fire Inspector, you will accrue six hours per month for sick leave benefits. No other leave is accrued or given.

Performance Merit Increase: At discretion of Township Administrator generally annually in July.

If you have any questions or need clarification on any item regarding the compensation package, please contact Janet Siler at 513-759-7217.

Sincerely,



Lisa D. Brown
Assistant Township Administrator

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to declare two properties public nuisances; 7909 Pepper Pike and 7110 Tylersville Road

Background:
<p>The Community Development Department has received complaints for the following properties. Community Development staff will continue to obtain voluntary compliance on these properties but recommends proceeding with public nuisance action in the event voluntary compliance fails.</p> <p>7909 Pepper Pike Parcel # M5620-169-000-034 Owner: Aaron and Mary Kiessling Status: Residential property that is occupied and is not in foreclosure. Inspection revealed: High grass/weeds and miscellaneous debris. Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>7110 Tylersville Road Parcel # M5640-129-000-081 Owner: Jerry C. Bryant, Jr. Status: Residential property that is occupied and is not in foreclosure. Inspection revealed: High grass/weeds and miscellaneous debris. Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>Motion for Public Nuisance Cases May 9, 2023</p> <p>Having reviewed the staff reports and affidavits, I move that we declare the properties listed on the West Chester Township Board of Trustees meeting Agenda dated May 9, 2023 to be public nuisances as authorized by the Ohio Revised Code Staff is directed to cause removal of the nuisances identified, and monitor the property for 90 days to require continued compliance.</p> <p>An administrative charge of 25% shall be added to the contractor fee for the property.</p>

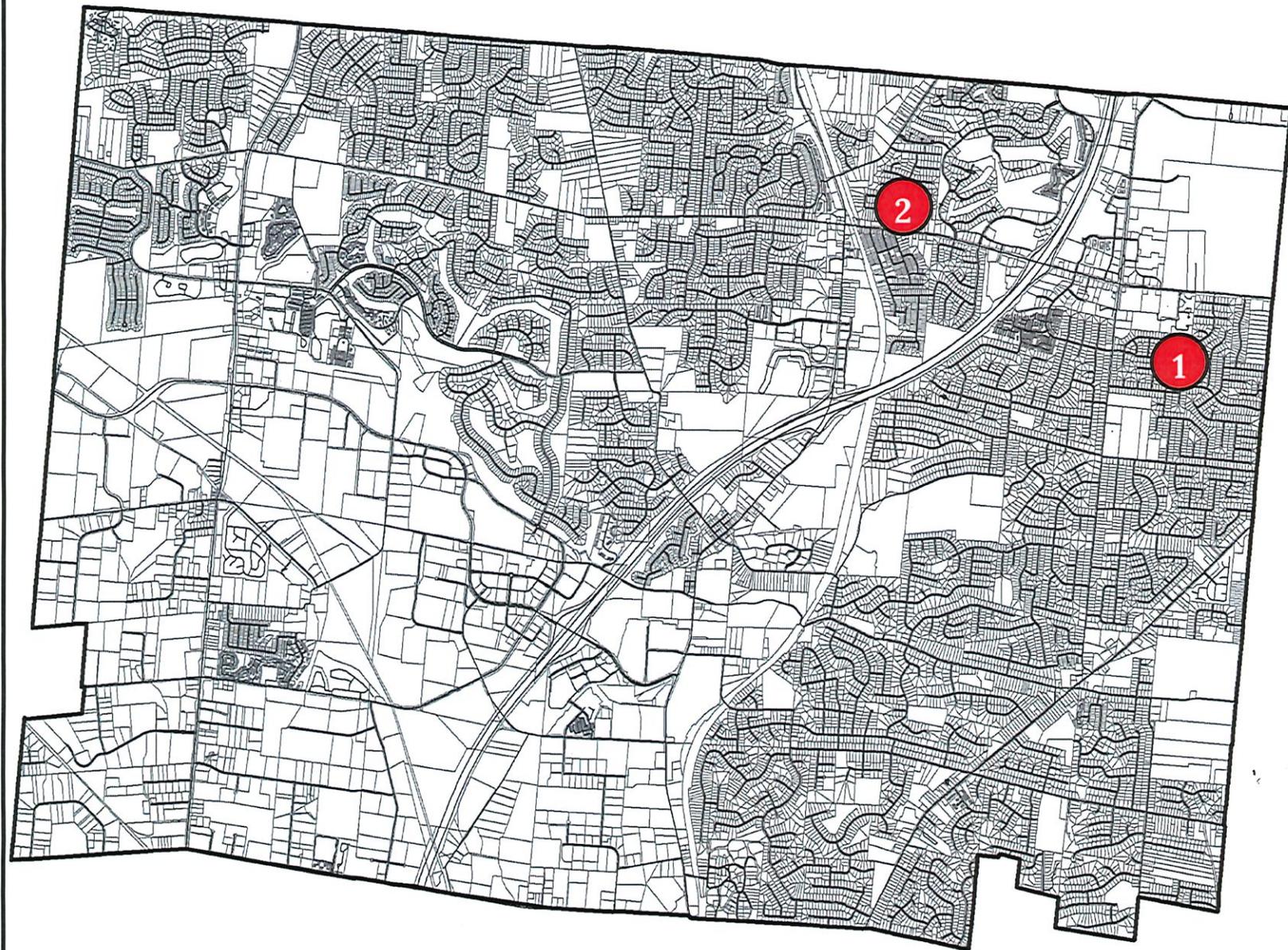
Finance	Budgeted Item:	N/A;		
	CIP #:			
	TIF Info:			
	Purchase Order:		Total Encumbrance:	\$.00



West Chester

— OHIO —

1. 7909 Pepper Pike
2. 7110 Tylersville Road



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

**PUBLIC NUISANCE
CASES**
May 09, 2023

AFFIDAVIT OF PROPERTY ADVISOR

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

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 7909 Pepper Pike, West Chester, Ohio and personally inspected the property on 4/28/2023.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 4/28/2023.
4. The property appears occupied and is not in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.



Bernard Schroeder

Sworn and subscribed before me, a notary public, this 1st day of May, 2023.



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

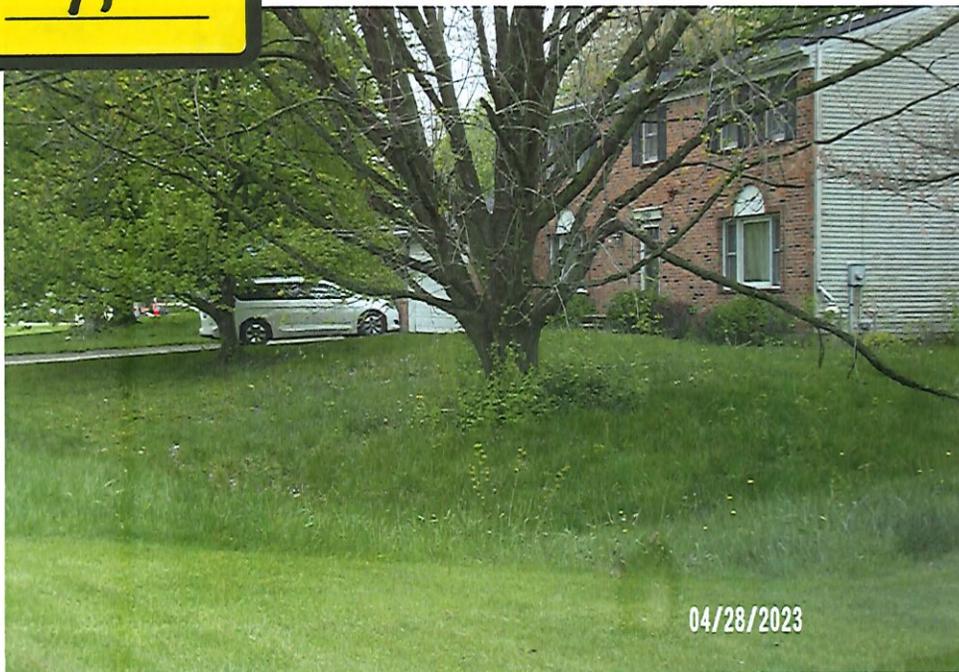


Notary Public

EXHIBIT

A

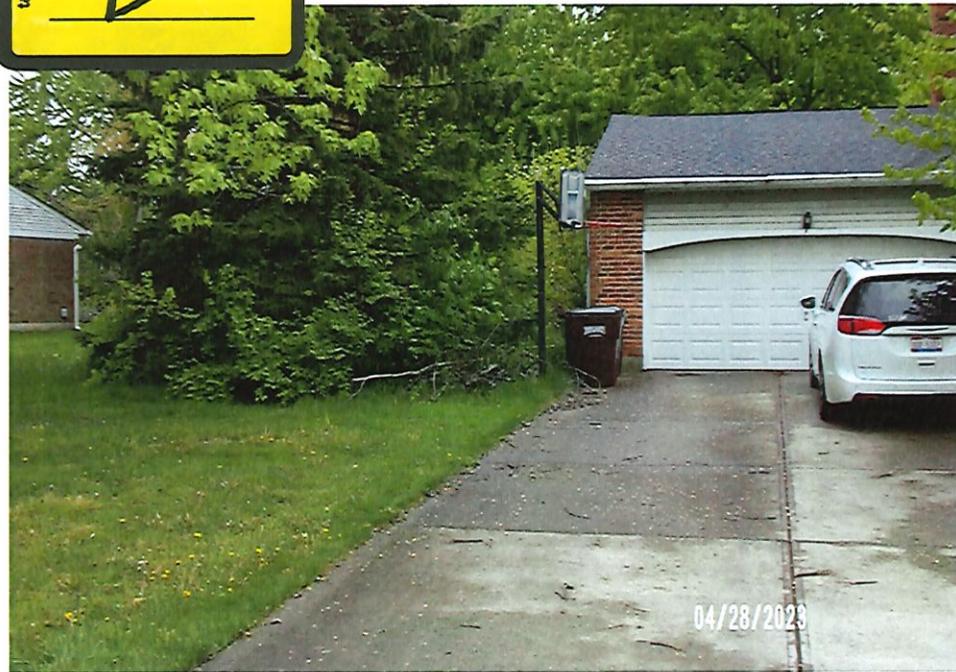
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EXHIBIT

B

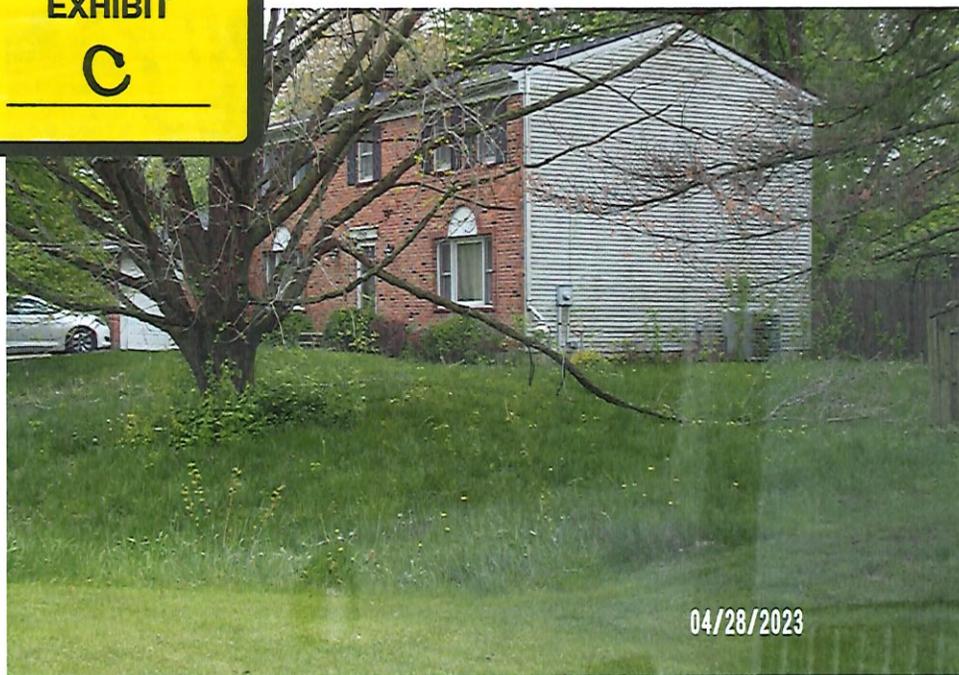
tabbles®



EXHIBIT

C

tabbles®



EXHIBIT

D

tabbles®



AFFIDAVIT OF PROPERTY ADVISOR

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

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 7110 Tylersville Road, West Chester, Ohio and personally inspected the property on 4/28/2023.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 4/28/2023.
4. The property appears occupied and is not in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.



Bernard Schroeder

Sworn and subscribed before me, a notary public, this 1st day of May, 2023.



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



Notary Public

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EXHIBIT
A



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EXHIBIT
B



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EXHIBIT
C



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EXHIBIT
D



AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Business Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Motion not to object to TRFO D5, D6 liquor permit from Cincinnati Food Industries LLC dba El Rancho Nuevo & Patio 4978 Union Center Pavilion Drive to 4978 UC Pavilion LLC & Patio 4978 Union Center Pavilion Drive

Background:

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

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3168

TO

2850960		TRFO	4978 UC PAVILLION LLC	
PERMIT NUMBER		TYPE	& PATIO	
06	01	2022		
ISSUE DATE		4978 UNION CENTER PAVILION DR		
03	28	2023		
FILING DATE		WEST CHESTER TWP		
D5 D6		WEST CHESTER OH 45069		
PERMIT CLASSES				
09	948	A	F29391	
TAX DISTRICT		RECEIPT NO.		

FROM 04/06/2023

1489360			CINCINNATI FOOD INDUSTRIES LLC	
PERMIT NUMBER		TYPE	DBA EL RANCHO NUEVO	
06	01	2022		
ISSUE DATE		& PATIO		
03	28	2023		
FILING DATE		4978 UNION CENTER PAVILION DR		
D5 D6		WEST CHESTER TWP		
PERMIT CLASSES		WEST CHESTER OH 45069		
09	948			
TAX DISTRICT		RECEIPT NO.		



MAILED 04/06/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN, 05/08/2023

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 A TRFO 2850960

(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



Handwritten initials/signature

WEST CHESTER POLICE DEPARTMENT LIQUOR PERMIT INVESTIGATION

Date application received: 2850960		Report date: 4/26/23
2850960 Liquor Permit Number		TRFO
Applicant 1: Francisco Magana Name 1401 Scenic River Dr Address Dayton OH 45415 City, State, Zip Code	Local law enforcement history: No local history.	
Applicant 2: Arturo Magana-Munoz Name 2308 Rosina Dr. Address Miamisburg, OH. 45342 City, State, Zip Code	Local law enforcement history: No local history.	
Applicant 3: Jose Magana Name 4 Cambray Address Miamisburg, OH. 45342 City, State, Zip Code	Local law enforcement history: No local history.	
Applicant 4: Juan Magana Name 220 Ballard Dr. Address Springboro, OH. 45066 City, State, Zip Code	Local law enforcement history: No local history.	
Applicant 5: _____ Name _____ Address _____ City, State, Zip Code	Local law enforcement history:	
Applicant 6: _____ Name _____ Address _____ City, State, Zip Code	Local law enforcement history:	

Applicant 7: _____ Name _____ Address _____ City, State, Zip Code	Local law enforcement history:
Applicant 8: _____ Name _____ Address _____ City, State, Zip Code	Local law enforcement history:

Description of projected location: **El Rancho Grande 4978 Union Centre Pavilion Dr is a pre-existing Mexican restaurant located in a commercial strip plaza located on the south side of Union Centre Blvd and on the east side of Princeton Glendale Rd.**

Diagram/Map attached: Yes

Description of projected business operation: **El Rancho Grande is a pre-existing Mexican restaurant serving traditional Mexican foods. This location has operated as a Mexican restaurant for approximately twenty years without issue. The restaurant will continue to serve or have available, beer, wine and spirits with their menu.**

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: **No projected impact on the surrounding area.**

Investigator's narrative: **On 04/26/23 I spoke with one of the liquor permit applicants. He explained that corporate recently purchased back the franchise and will again be an El Rancho Grande. It is a preexisting Mexican style restaurant and will continue to operate in that capacity. They will continue to have beer, wine and spirituous liquor for sale to their patrons. The property is leased and is under contract. He**

does not anticipate any impact on the surrounding area. The hours of operation will stay the same. He will continue to have around eighteen to twenty employees. There may be underage part time employees. The applicants do have other liquor permits for restaurants operating under the same name in Centerville, West Carrollton, and Cincinnati OH. There have been no issues at that location.

There are no concerns that the approval of this permit will have an adverse effect on public safety efforts. I see no reason to object to this application for this D5 (Spirituous liquor for on premises consumption only. Beer, wine and mixed beverages for on premises or off premises in original sealed containers until 2:30am) and D6 (Sale of intoxicating liquor on Sunday between the hours 10:00am or 11:00am and midnight) 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.

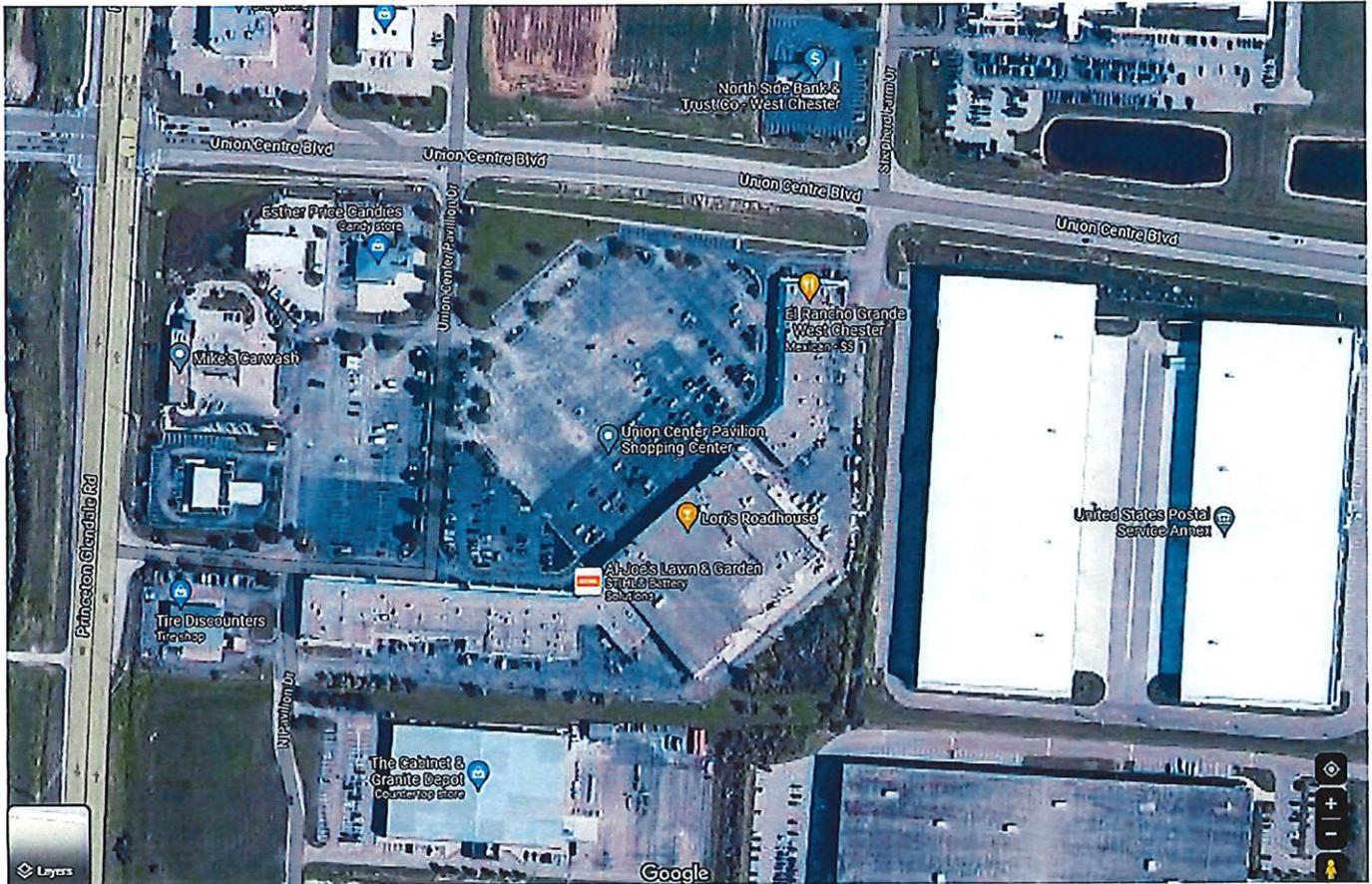
(E) The division of liquor control shall refuse to transfer the ownership of or transfer the location of a retail permit under this chapter while criminal proceedings are pending against the holder of the permit for a violation of division (C)(1) of section 2913.46 of the Revised Code. The department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

El Rancho Grande, 4978 Union Centre Pavilion



El Rancho Grande, 4978 Union Centre Pavilion



AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 9, 2023	Resolution Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Resolution No. 23-2023 approving Zoning Map Amendment and Preliminary Development Plan for Case # ZMA01-23 Recchie Property; Smith & 747 LLC

Background:
<p>The following case is scheduled for a 7:00 p.m. Public Hearing and 1st Reading on May 9, 2023:</p> <ul style="list-style-type: none"> Case # ZMA 01-23 Recchie Property; Smith & 747 LLC <p>The applicant is requesting approval for a Zoning Map Amendment from C-PUD (Commercial Planned Unit Development) to R-PUD (Residential Planned Unit Development) and a Preliminary Development Plan for 108 multi-family units on 10.247 acres located along Smith Road. Parcel #: M5610-009-000-034, 035</p> <p>Enclosed please find the staff report, case materials and related information.</p>

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



WCT Board of Trustees Staff Report

May 9, 2023

CASE NO. ZMA 01-23

RECCHIE PROPERTY; SMITH & 747 APARTMENTS

CASE HISTORY:

The West Chester Township Board of Trustees approved a Zoning Map Amendment from A-1 (Agricultural District) to R-PUD (Residential Planned Unit Development District) and a Preliminary Development Plan on June 16 1988, which included a multi-family residential development on approximately 50.7 acres.

The West Chester Township Zoning Commission approved a Revised Preliminary Development Plan (RPDP) on April 15, 1991, which included the Wyndtree Apartments site and the subject site for the YMCA, including a soccer field and open space on approximately 45.4 acres.

The West Chester Township Zoning Commission approved a Final Development Plan on May 20, 1991 for road improvements within the Wyndtree Apartments and the subject site.

The West Chester Township Zoning Commission approved a Revised Preliminary Development Plan (97-31) on November 3, 1997, which included 296 multi-family residential units within the Wyndtree Apartments site (9 units/ acre) and deletion of the YMCA development from the subject site on approximately 45.4 acres.

The West Chester Township Zoning Commission approved a Final Development Plan (98-11) on April 20, 1998, which included 296 multi-family residential units within the Wyndtree Apartments site on approximately 32.5 acres (9 units/ acre).

The West Chester Township Board of Trustees approved a Zoning Map Amendment from R-PUD (Residential Planned Unit Development District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (02-2006) on January 24, 2006, which included an office development consisting of four (4), three-story buildings totaling 86,400 square feet, which also included the donation of 3.1 acres of the existing R-PUD on the north side of Smith Road to the Lakota School District on approximately 10.3 acres.

REQUEST: Zoning Map Amendment - District Reclassification

FROM: C- PUD (Commercial Planned Unit Development District)

TO: R-PUD (Residential Planned Unit Development District)

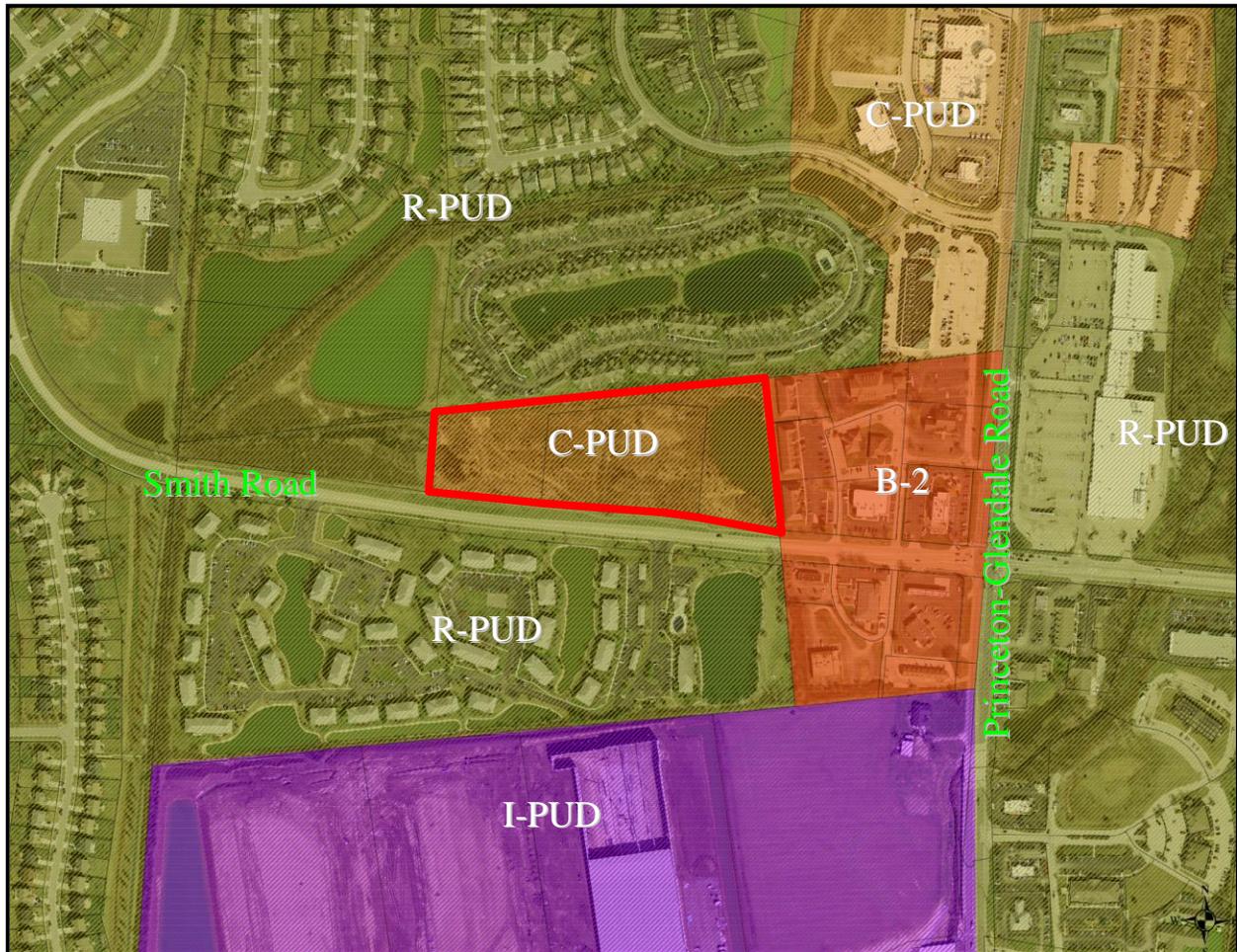
PROPERTY OWNER: Smith and 747, LLC.

APPLICANT: MV Commercial Development, LLC.

LOCATION: The site is located along Smith Road approximately 690 feet west of Princeton Glendale Road (SR 747). (Parcels M5610009000034 and M5610009000035 - Section 11, Town 2, Range 2)

SITE DESCRIPTION: The site consists of 10.3 acres. The site is characterized as flat, which consists of heavy vegetation, an existing retention basin, and wetland area.

CURRENT ZONING:

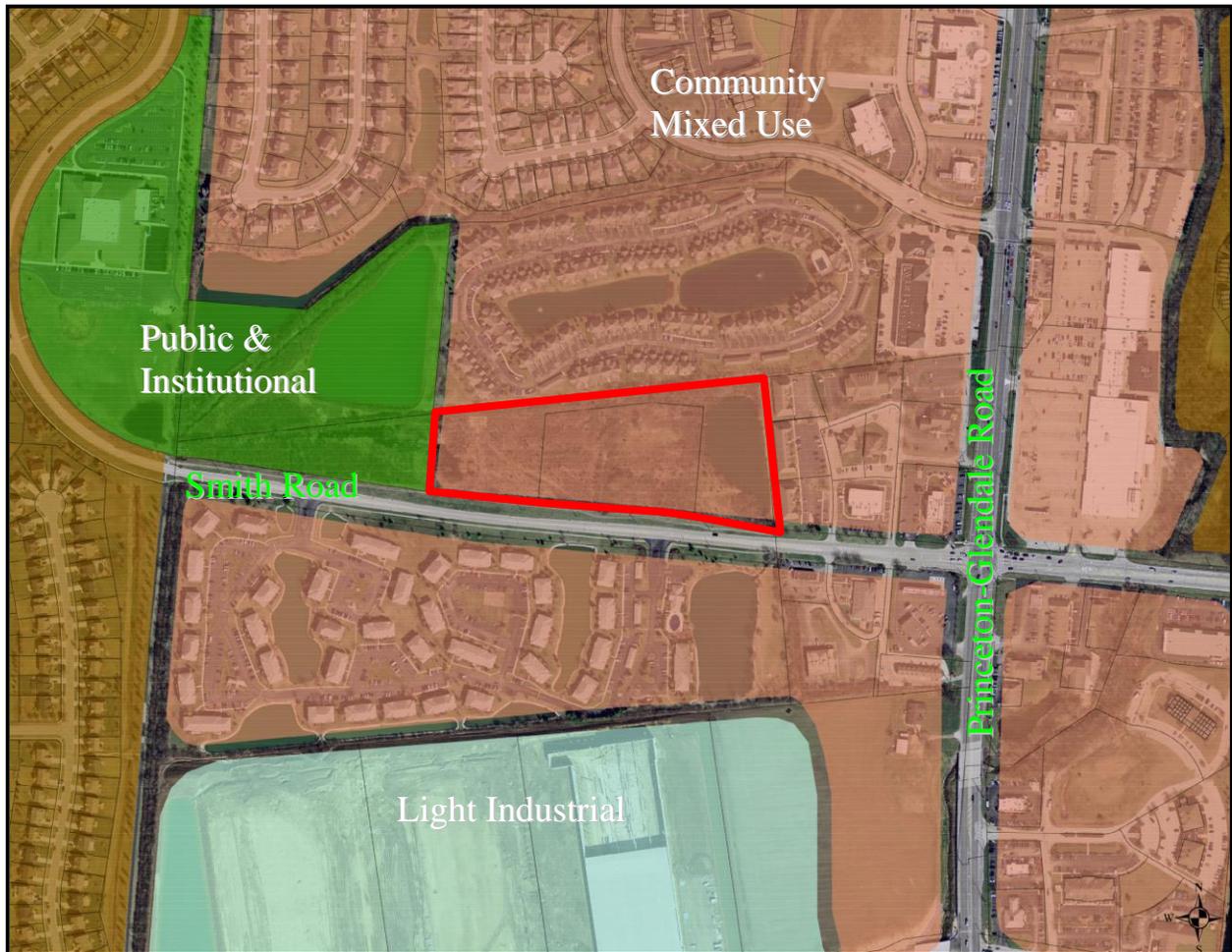


**SURROUNDING
CONDITIONS:**

Existing Zoning

North:	R-PUD	Residential Planned Unit Development District
East:	B-2	General Business District
South:	R-PUD	Residential Planned Unit Development District
West:	R-PUD	Residential Planned Unit Development District

Proposed Land Use Map:



The West Chester Township Comprehensive Land Use Plan (CLUP) proposes Community Mixed Use as the adopted land use recommendation for the subject site.

- **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, generally five acres or more;
- Development as mixed use PUD;
- Density consistent with surrounding development per PUD plan.

**APPLICANT'S
PROPOSAL:**

Site phasing has not been designated at this time. The development will include six (6), three-story buildings totaling 108 multi-family units on 10.3 acres (10.5 units/acre), a clubhouse and pool, and 64% overall open space.

**STAFF
CONSIDERATIONS:**

The 2004 and 2013 Comprehensive Land Use Plan (CLUP) recommended the site as a Community Mixed Use land use classification. The applicant's proposal is consistent with the original intent of the classification, which was approved for a mix of housing choices ranging in density that would transition from the commercial uses along the major corridor of SR 747 and extend to the Smith Road boundary to the west.

The applicant has stated they are trying to offer a high-quality, market rate product, which is currently seeing demand. The characteristics of the site include walkability and close proximity to commercial businesses, which the applicant believes the mix of new residents will bolster the existing, surrounding commercial uses.

In regard to the compatibility with the proposed Community Mixed Use classification, the proposed site is consistent with the recommendations for a large, planned, walkable site, which is served by a community market. However 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 eleven (10.5) units per acre on the proposed Preliminary Development Plan (PDP).

In review of the parking, the applicant is proposing a total of 196 parking spaces or 1.8 spaces per unit, where the typical requirement is 2 spaces per unit. Therefore, consideration should be given to allow a slight reduction in the required parking based on the applicant's proposed unit-mix and whether there is a higher percentage of units that are intended for single occupancy and the ability to provide additional open space to the residents.

Any updates to the previous Traffic Impact Study (TIS) or a new traffic analysis needs to be submitted to the Butler County Engineer's Office (BCEO) in order to review the overall scope. A review of the preliminary plan is needed to foresee any offsite improvements that may be needed in order for the Township to

properly determine when those improvements would need to be required to occur. Another review of the TIS will need to be submitted and will require further coordination for approval prior to the Final Development Plan (FDP) stage and the developer will be responsible for any construction improvements outlined in the TIS approval.

The BCEO has indicated further coordination will be required at the FDP stage to include the following: plans for detention and water quality treatment; identifying existing pond structure and discharge pipe on plans; determination of a minimum opening elevation for buildings located adjacent to the ponds; modify existing pavement marking along Smith Road and add a sign to provide an eastbound, left-turn lane into the proposed access way; and coordinate with BCEO and WCT to install a north/ south crosswalk located at the Wyndtree Drive access way.

The Butler County Water and Sewer Department (BCWSD) has indicated the sewer master plan has identified capacity issues with the receiving mains for this site. BCWSD is in the process of evaluating actual available capacity with a focused study on the local mains. Based on current data, a private lift station/ sanitary force main will be required to serve the proposal, which would allow result in the private lift station conducting flow from the site to the east, flowing to the SR 747 trunk sewer.

The Butler County Soil and Water Conservation District (BCSWCD) has indicated the site contains hydric soils and wetland complexes, which may require a Section 404 permit from the U.S. Army Corps of Engineers and a Section 401 water quality certification or isolated wetland permit from the OEPA. Therefore, the BCSWCD is requiring that on-site assessments, wetland delineations, and/ or other reports are completed by a qualified professional determining presence/ absence of wetlands on the site.

If approved, the proposed pool plans will need to be submitted and approved by the Ohio Department of Health prior to construction.

The West Chester Fire Department has indicated a number of requirements contained in the draft Resolution, Condition #3 (a-1), which will need to be addressed at the FDP stage.

The applicant has revised the site plan to address staff's original concerns for adequate pedestrian connectivity throughout the site. The applicant has addressed a missing connection along the access way to the site and at the west extent of sidewalks. Additionally, improvements should be made to the existing multi-purpose path located along the frontage of Smith Road in order to bring the path up to current standards. Therefore, consideration should be given to require the

required cross-walk and existing path improvements noted and/or illustrated on the FDP.

The applicant provided concept drawings of the buildings during the Zoning Commission hearing, which is proposing a variation from the typical requirement of 50% high-quality masonry material throughout the buildings. The applicant is proposing a “farmhouse” architectural design, which would be a unique design for a multi-family building and a drastic variation from the surrounding character. Therefore, consideration should be given to maintain a cohesive architectural design throughout the Planned Community by requiring the typical recommendation, which is a minimum of 50% quality masonry material throughout the building in order to maintain the surrounding and 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 corresponding to the proposed reduction in parking per unit.

The Butler County Planning Commission held a public hearing on March 14th and the Township Zoning Commission held a public hearing on March 20th and given all considerations in regard to the existing conditions; the proposed use in relation to the surrounding character; and the overall general welfare of the County and Township, both recommended approval of the zoning map amendment and the proposed preliminary development plan with corresponding conditions.

Based on current analysis, the existing land use percentages are the following:

- 54% residential;
- 27% commercial;
- 9% public/ institutional;
- 7% vacant/ agricultural; and
- 3% rights-of-way.

Additionally, 94% of planned residential and 82% of planned commercial has been developed. If you apply the percentage that has not been developed, which is 6% residential and 18% commercial to the planned build-out percentage, it totals 60% residential and 45% commercial development at build-out.

Finally, if you subtract the 10 acres (.02%) of the proposed site from the “vacant” designation and add it to the “residential” designation, the total percentage is 54.8%. Rounded up to total build-out gives you 61% residential. Therefore, consideration should be given to the current percentages and whether they are consistent with the preferred sustainability of the 60%/ 40% ratio as recommended throughout the Township’s land use planning efforts.

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, unless the applicant cannot provide adequate information or adequately address any of the Board members concerns at the public hearing.

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



Application for a

ZONING MAP AMENDMENT

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



A. APPLICANT INFORMATION NAME: <u>MV Commercial Development LLC</u> PHONE: (513) <u>588-1016</u> ADDRESS: <u>9349 Waterstone Blvd., Suite 200</u> CITY/ST/ZIP: <u>Cincinnati, OH 45249</u> EMAIL: <u>nick.bartholomew@millervalentine.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 FEB 22 2023 WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT </div>
B. PROPERTY INFORMATION PROPERTY ADDRESS (IF ANY): <u>Smith Rd</u> CITY/ST/ZIP: <u>West Chester Township</u> SECTION: <u>11</u> TOWN: <u>2</u> RANGE: <u>2</u> PARCEL #: <u>M M5610009000034</u> CURRENT USE OF PROPERTY (CHECK ALL THAT APPLY): <u>M5610009000035</u> <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>58564</u> RECEIVED BY: <u>BKW</u>
C. PROPERTY ZONING CURRENT ZONING OF PROPERTY: <u>C-PUD</u> REQUESTED ZONING OF PROPERTY: <u>R-PUD</u> TOTAL ACRES OF PROPERTY TO BE REZONED: <u>10.247</u>	D. PROPERTY OWNER INFORMATION (LIST ALL PARCELS AND PROPERTY OWNERS THAT ARE INCLUDED WITH THIS APPLICATION)
1. PARCEL #: <u>M M5610009000034</u> NAME: <u>SMITH AND 747 LLC</u> PHONE: () - - ADDRESS: <u>3438 Riverside Drive, Mason, OH 45040</u>	
2. PARCEL #: <u>M M5610009000035</u> NAME: <u>SMITH AND 747 LLC</u> PHONE: () - - ADDRESS: <u>3438 Riverside Drive, Mason, OH 45040</u>	
3. PARCEL #: <u>M - - - -</u> NAME: _____ PHONE: () - - ADDRESS: _____	
4. PARCEL #: <u>M - - - -</u> NAME: _____ PHONE: () - - ADDRESS: _____	
E. DESCRIPTION OF REQUEST <u>Rezoning parcels from commercial PUD to residential PUD for a multi-family development project</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.

Printed Name: Nick Bartholomew Date: 2/7/2023
Applicant Signature: Nick Bartholomew



Submission Instructions and Requirements for a
ZONING MAP AMENDMENT



DESCRIPTION OF REQUEST AND REASONS FOR ZONING MAP AMENDMENT FORM

The area of land sought to be rezoned contains approximately 10.247 acres, having frontage of approximately 1,171 feet located **(1)** along the north side of Smith Road, approximately 700 feet west from Princeton Glendale Road. *Or (2)* at the _____ corner of the intersection of _____ and _____.

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 proposed use is multi-family residential and the current commercial zone (C-PUD) does not allow for this type of use, therefore the need for a re-zone is necessary.

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

Allowing the zone change from commercial PUD to residential PUD will benefit the surrounding area and community by offering approximately 108 units and amenities that will be appealing for members of the community.

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

Yes, a new curb cut will be designed to align with Wyndtree Drive on the south side of Smith Road.

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

Yes, we have been in discussions with Eric Pottenger and Matthew Loeffler with a meeting on February 14 and several email conversations since then. It was determined that no traffic study would be required. The project will likely require new striping along Smith Road as well as turning the eastbound striped island into a left turn lane, however no other substantial roadway improvements are expected.

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

Yes, the property can be serviced by public sewer and water as well as sufficient space for stormwater drainage.

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

The proposed use is multi-family residential. The architectural character will be consistent with the surrounding area but with a modern flare. Materials will consist of EIFS, fiber cement and brick (subject to change once design is underway).

C:\Users\Josh.Hogan\tarr-group.com\Dylan.Tarr - Production\23123002 - MVOH West Chester\CAD\Sheets\Preliminary Development Plan\23002 C0.1 COVER.dwg

108 UNIT MULTI-FAMILY DEVELOPMENT

SMITH + 747 APARTMENTS

SMITH ROAD
 WEST CHESTER TOWNSHIP, OH
 PARCEL(S) M5610009000034, M5610009000035



VICINITY MAP
 NTS

DESIGN CONTACTS

SURVEYOR: ABERCROMBIE & ASSOCIATES, INC.
 8111 CHEVIOT ROAD, SUITE 200
 CINCINNATI, OH 45247
 CONTACT: STEPHEN CAHILL
 PHONE: 513-385-5757
 EMAIL: WWW.ABERCROMBIE-ASSOCIATES.COM

CIVIL ENGINEER:
 TARR GROUP, LLC
 8650 E STATE RD 32
 ZIONSVILLE, IN 46077
 ENGINEERING CONTACT: JOSH HOGAN, PE
 PHONE: 812-249-4802
 EMAIL: JOSH@TARR-GROUP.COM

LANDSCAPE ARCHITECT:
 TARR GROUP, LLC
 8650 E STATE RD 32
 ZIONSVILLE, IN 46077
 LANDSCAPE CONTACT: TIM HUBER
 PHONE: 502-648-3803
 EMAIL: TIM@TARR-GROUP.COM

DEVELOPER: MV COMMERCIAL DEVELOPMENT, LLC
 9349 WATERSTONE BLVD., SUITE 200
 CINCINNATI, OH 45249
 CONTACT: KYLE KITZMILLER
 PHONE: 513-588-1249
 EMAIL: KYLE.KITZMILLER@MILLERVALENTINE.COM

OWNER: SMITH AND 747, LLC
 3438 RIVERSIDE DRIVE
 MASON, OH 45040

DRAWING INDEX	
SHEET NO.	SHEET TITLE
C0.1	CIVIL COVER SHEET
C2.1	SITE DEVELOPMENT PLAN
C3.1	UTILITY PLAN
C4.1	GRADING AND DRAINAGE PLAN
L001	LANDSCAPE PLAN



8650 E. STATE ROAD 32
 ZIONSVILLE, IN 46077
 PHONE: 812-249-4802
 EMAIL: JOSH@TARR-GROUP.COM

SMITH + 747 APARTMENTS
 MV COMMERCIAL DEVELOPMENT, LLC
 SMITH ROAD
 WEST CHESTER TOWNSHIP, OHIO

ORIGINAL ISSUE DATE: 02/22/2023

REVISIONS:

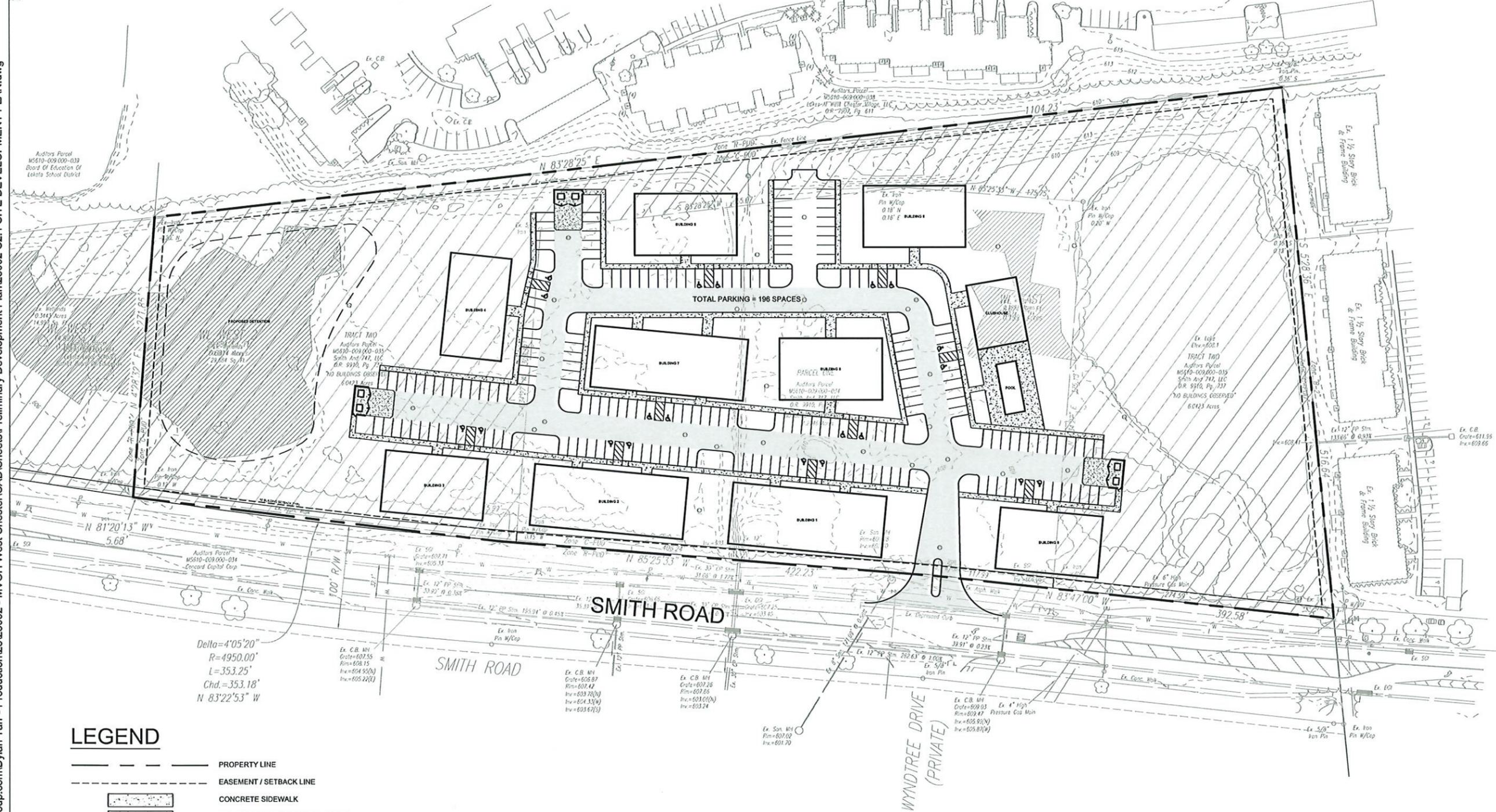
PROJ. NO.: 23002

CIVIL COVER SHEET

C0.1

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1/ O.R. 6274, PG.
 IS SHOWN HEREON
 IS SHOWN HEREON
 FOR SAID
 ION.



LEGEND

- PROPERTY LINE
- EASEMENT / SETBACK LINE
- [Pattern] CONCRETE SIDEWALK
- [Pattern] DUMPSTER PAD / HEAVY DUTY CONCRETE
- [Pattern] HEAVY DUTY ASPHALT PAVING

Delta=4'05'20"
 R=4950.00'
 L=353.25'
 Chd.=353.18'
 N 83'22'53" W

IF THIS SHEET DOES NOT MEASURE 22"x34", IT HAS BEEN ENLARGED OR REDUCED. PLEASE ADJUST SCALE ACCORDINGLY.



8650 E. STATE ROAD 32
 ZIONSVILLE, IN 46077
 PHONE: 812-249-4802
 EMAIL: JOSH@TARR-GROUP.COM

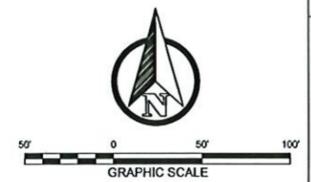
SMITH + 747 APARTMENTS
 MV COMMERCIAL DEVELOPMENT, LLC
 SMITH ROAD
 WEST CHESTER TOWNSHIP, OHIO

ORIGINAL ISSUE DATE: 02/22/2023
 REVISIONS:

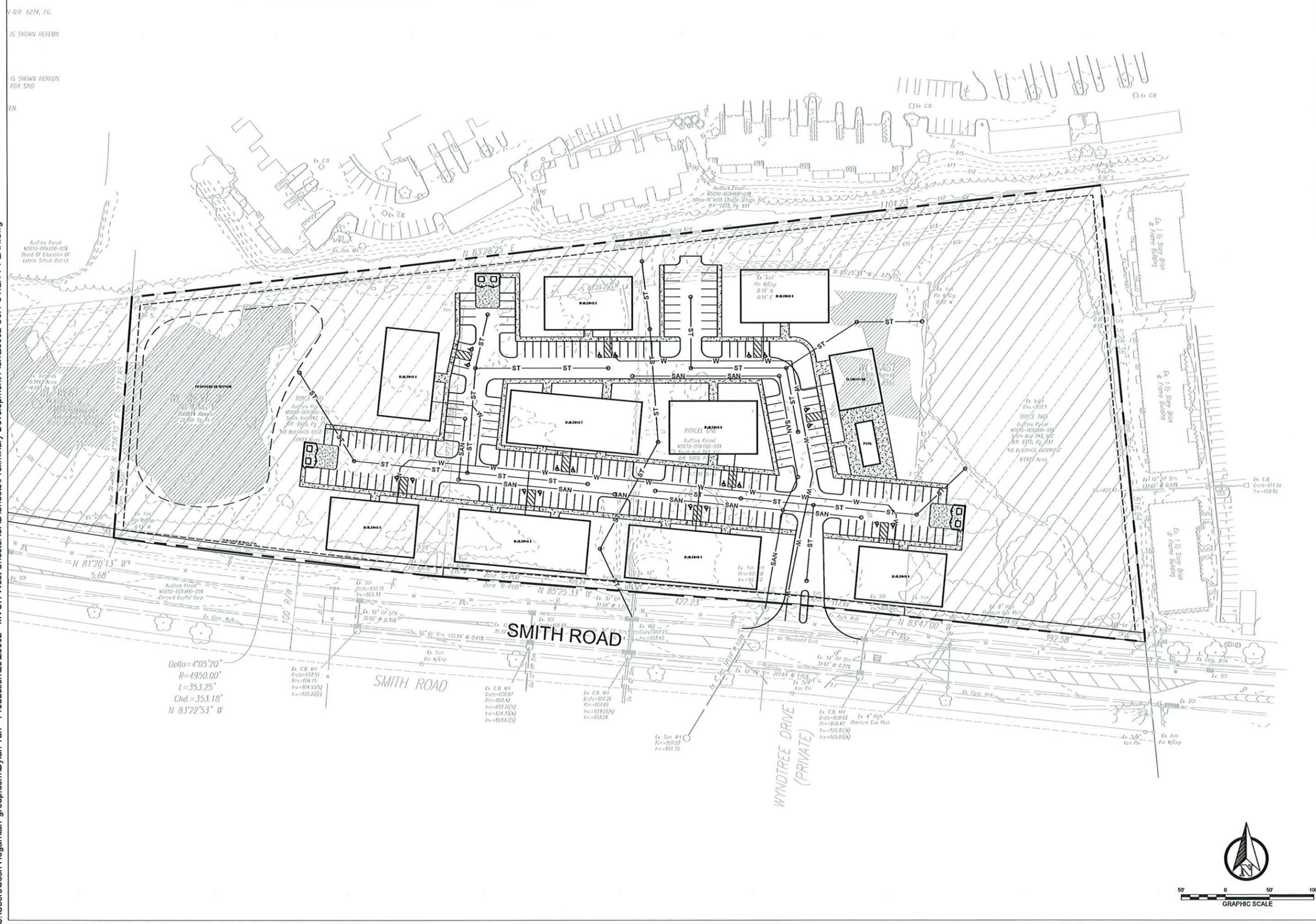
PROJ. NO.: 23002

SITE DEVELOPMENT PLAN

C2.1



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1/4" = 1' OR 6/24" = 1' IS SHOWN HEREON FOR S&D EN.

1/4" = 1' OR 6/24" = 1' IS SHOWN HEREON FOR S&D EN.

Della = 4°05'20"
 R = 4950.00'
 L = 353.25'
 Chd. = 353.18'
 N 83°22'53" W

SMITH ROAD

SMITH ROAD

WYNDTREE DRIVE (PRIVATE)



SMITH + 747 APARTMENTS
MV COMMERCIAL DEVELOPMENT, LLC
 SMITH ROAD
 WEST CHESTER TOWNSHIP, OHIO

ORIGINAL ISSUE DATE: 02/22/2023
 REVISIONS:

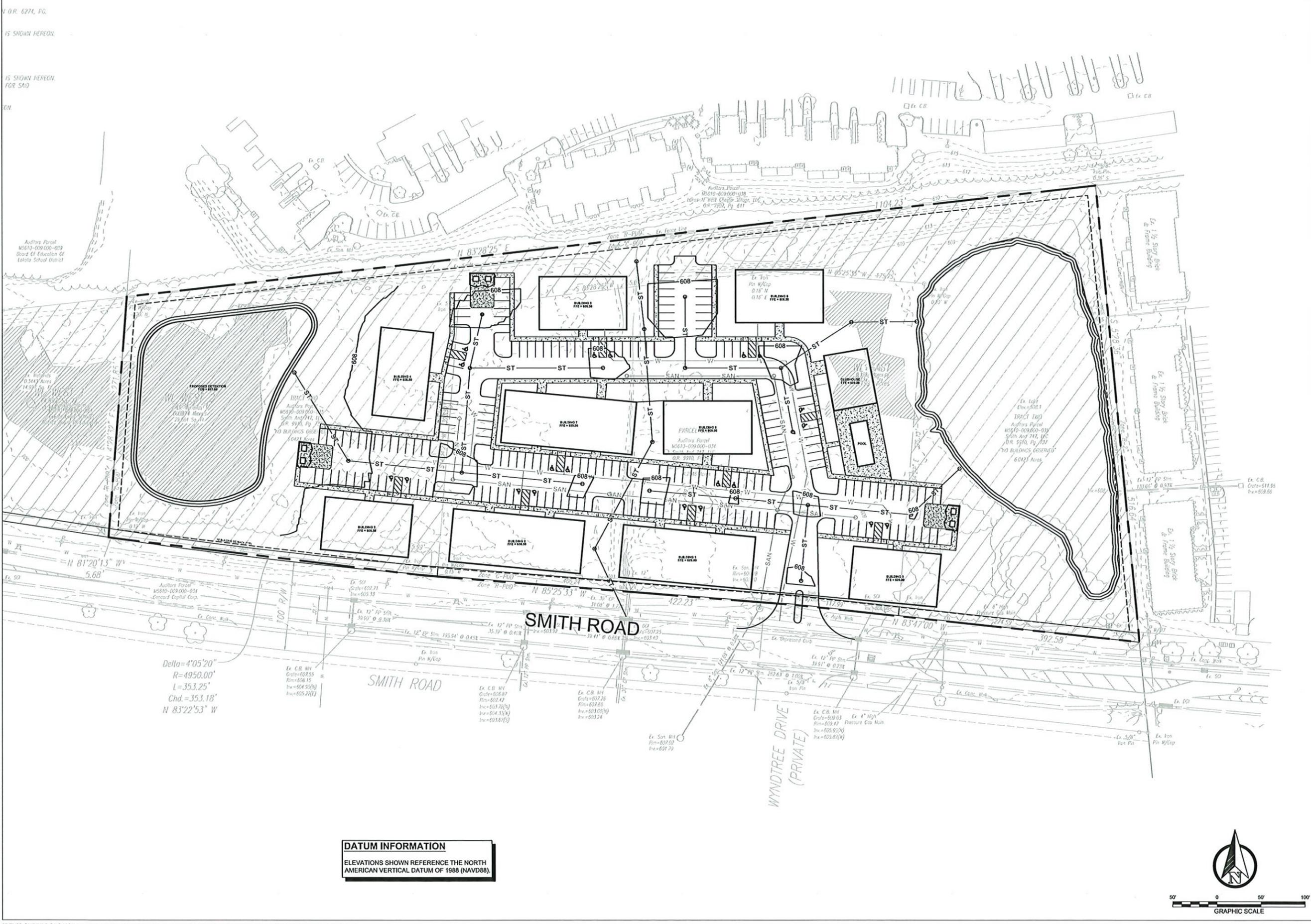
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UTILITY PLAN

C3.1

IF THIS SHEET DOES NOT MEASURE 22"x34", IT HAS BEEN ENLARGED OR REDUCED. PLEASE ADJUST SCALE ACCORDINGLY.

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DATUM INFORMATION
 ELEVATIONS SHOWN REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

Della=4°05'20"
 R=4950.00'
 L=353.25'
 Chd.=353.18'
 N 83°22'53" W



SMITH + 747 APARTMENTS
 MV COMMERCIAL DEVELOPMENT, LLC
 SMITH ROAD
 WEST CHESTER TOWNSHIP, OHIO

ORIGINAL ISSUE DATE: 02/22/2023

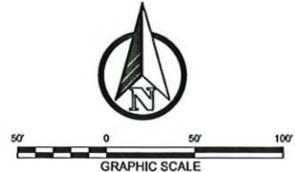
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PROJ. NO.: 23002

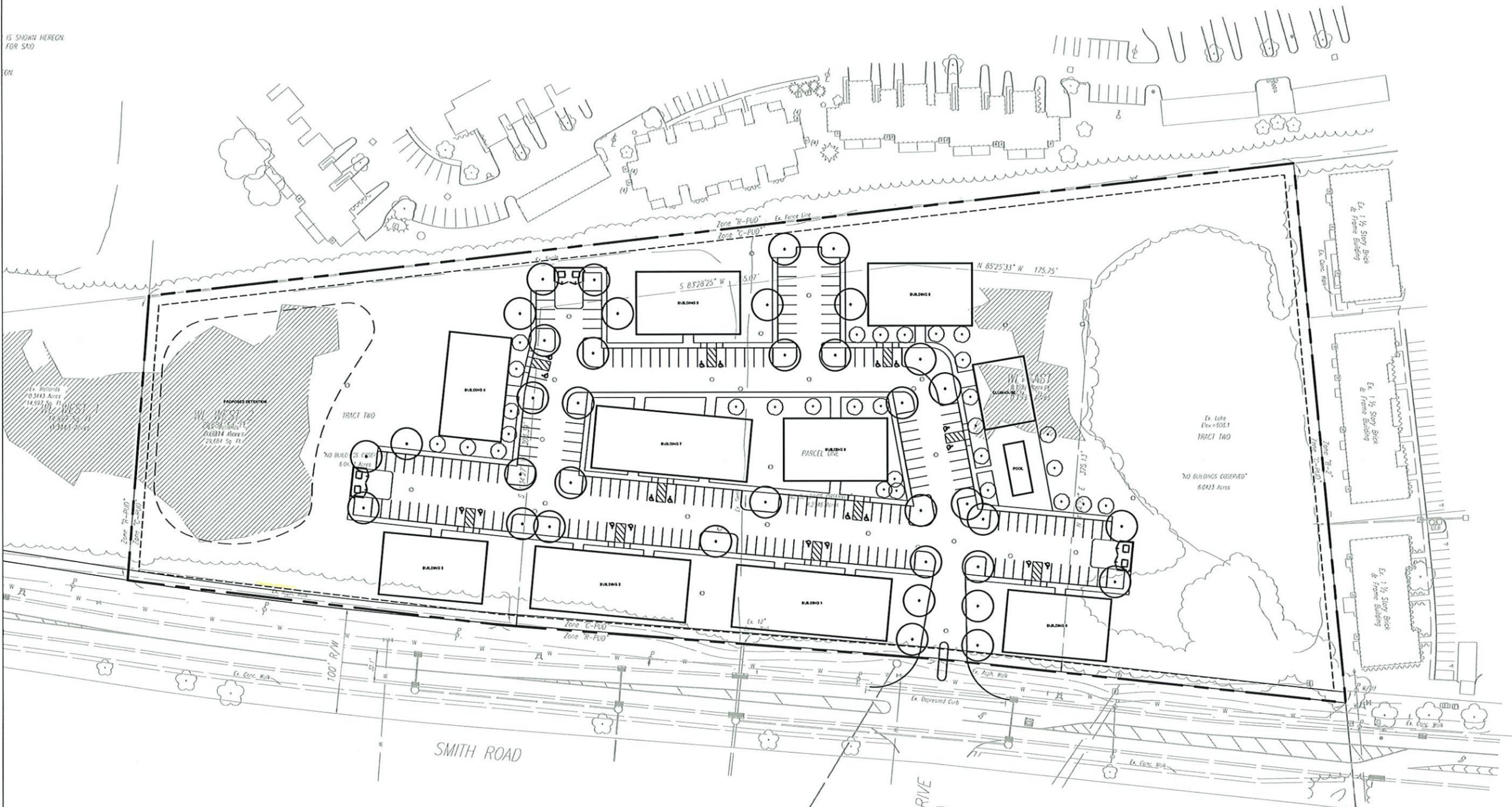
GRADING AND DRAINAGE PLAN

C4.1



IF THIS SHEET DOES NOT MEASURE 22"x34", IT HAS BEEN ENLARGED OR REDUCED. PLEASE ADJUST SCALE ACCORDINGLY.

1/8" = 1'-0" (AS SHOWN HEREON)
 1/8" = 1'-0" (AS SHOWN HEREON)
 FOR S&D
 ON



GENERAL NOTES

1. INVASIVE UNDERBRUSH AND TREES WITHIN STREAM CORRIDOR MAY BE CLEARED
2. 1/10 ACRE OF WETLAND AREA MAY BE DISTURBED AS PER WEST CHESTER ZONING ORDINANCE.

PROPOSED TREE LIST

TYPE	SIZE
OCTOBER GLORY MAPLE	2-2.5 CAL
GREEN VASE ZELKOVA	2-2.5 CAL
SKYLINE LOCUST	2-2.5 CAL
IVORY SILK LILAC TREE	2-2.5 CAL
PERFECTION SENTRY GINKGO	2-2.5 CAL
LONDON PLANE TREE	2-2.5 CAL
BAIRD CYPRESS	2-2.5 CAL



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 PHONE: 502-648-8803
 EMAIL: TIM@TARR-GROUP.COM

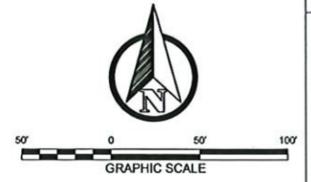
SMITH + 747 APARTMENTS
MV COMMERCIAL DEVELOPMENT, LLC
 SMITH ROAD
 WEST CHESTER TOWNSHIP, OHIO

ORIGINAL ISSUE DATE: 02/22/2023
 REVISIONS:

PROJ. NO.: 23002

PRELIMINARY
 LANDSCAPE PLAN

L001



RESOLUTION NO. 23-2023

Resolution approving Zoning Map Amendment from C-PUD (Commercial Planned Unit Development District) to R-PUD (Residential Planned Unit Development) and Preliminary Development Plan for Case #ZMA01-23 – Recchie Property; Smith and 747 Apartments

WHEREAS, on June 6, 1988, the West Chester Township Board of Trustees approved a Zoning Map Amendment from A-1 (Agricultural District) to R-PUD (Residential Planned Unit Development District) and a Preliminary Development Plan (PDP), which included a multi-family residential development on approximately 50.7 acres; and,

WHEREAS, on April 15, 1991, the West Chester Township Zoning Commission approved a Revised Preliminary Development Plan, which included the Wyndtree Apartments site and the subject site for the YMCA, including a soccer field and open space on approximately 45.4 acres; and,

WHEREAS, on May 20, 1991, the West Chester Township Zoning Commission approved a Final Development Plan for road improvements within the Wyndtree Apartments and the subject site; and,

WHEREAS, on November 3, 1997, the West Chester Township Zoning Commission approved a Revised Preliminary Development Plan (97-31), which included 296 multi-family residential units within the Wyndtree Apartments site (9 units/ acre) and deletion of the YMCA development from the subject site on approximately 45.4 acres; and,

WHEREAS, on April 20, 1998, the West Chester Township Zoning Commission approved a Final Development Plan (98-11), which included 296 multi-family residential units within the Wyndtree Apartments site on approximately 32.5 acres (9 units/ acre); and,

WHEREAS, on January 24, 2006, the West Chester Township Board of Trustees approved a Zoning Map Amendment from R-PUD (Residential Planned Unit Development District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (02-2006), which included an office development consisting of four (4), three-story buildings totaling 86,400 square feet, which also included the donation of 3.1 acres of the existing R-PUD on the north side of Smith Road to the Lakota School District on approximately 10.3 acres; and,

WHEREAS, on February 22, 2023, MV Commercial Development, LLC. submitted an application requesting a Zoning Map Amendment from C-PUD (Commercial Planned Unit Development District) to R-PUD (Residential Planned Unit Development District) and a Preliminary Development Plan for six (6), three-story buildings, consisting of a total of 108 multi-family units on 10.3 acres (10.5 units/ acre) and a clubhouse and pool; and,

WHEREAS, on March 14, 2023, the Butler County Planning Commission conducted a public hearing for the aforesaid application and recommended approval of the aforesaid application; and,

WHEREAS, on April 17, 2023, the West Chester Township Zoning Commission conducted a public hearing for the aforesaid application and recommended approval; and,

WHEREAS, by advertisement, a public hearing for the aforesaid application was conducted before the West Chester Township Board of Trustees on May 9, 2023, as applied for by MV Commercial Development, LLC; and,

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

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

SECTION 1. The residential density shall be a maximum of 10.5 units/acre, but shall remain subject to any reduction at the Final Development Plan (FDP) stage.

SECTION 2. Any updates to the previous Traffic Impact Study (TIS) shall be approved prior to the FDP. All recommendations of the approved TIS and requirements of the Butler County Engineer's Office (BCEO), in coordination with West Chester Township (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 3. The applicant shall coordinate with the West Chester Township Fire Department (WCTFD) prior to submission of the FDP in regard to access ways and internal roadways; connections and locations of fire hydrants; fire lane signage; and all other applicable building and fire codes, to specifically include the following:

- a) All structures shall be located within 400 feet of a fire hydrant;
- b) Underground fire protection water main shall be a looped system;
- c) Each building shall have an independent, dedicated Fire Department connection with location approved by the fire code official;
- d) All exterior portions of the buildings shall be within 150 feet of a fire department access road - Buildings 4 and 6 shall require confirmation of compliance by the fire code official;
- e) All roads shall be a minimum of 24 feet in width and shall meet all safety service vehicle turning radius requirements;
- f) The streets signs must be installed once construction begins; all streets must be posted "No Parking - Fire Lane" on both sides if less than 24 feet wide;

- g) Dead-end roads exceeding 150 feet in length shall not be permitted, unless an approved method of turning is provided (hammerhead, cul-de-sac, etc.)
- h) Fire hydrant locations shall be approved by the fire code official;
- i) All roadways must meet safety service vehicle turning radius requirements;
- j) the street names will need to be submitted for approval at the FDP or permitting stage;
- k) A solid, drivable surface shall be constructed at the point where building construction begins, including foundations; and
- l) Street signs, temporary or otherwise, shall be provided at the point where building construction begins, including foundations.

SECTION 4. 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 5. 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 6. The parking ratios shall be approved at 1.8 parking spaces per unit.

SECTION 7. All pedestrian connections shall be approved at the FDP stage, as required by the WCT staff, to include the extensions of the internal sidewalks to the existing multi-purpose path located along Smith Road at the proposed western extent and the access way.

SECTION 8. The maintenance required to bring the portion of the existing multi-purpose path up to current standards shall be coordinated with the BCEO and WCT prior to the issuance of a zoning certificate and be implemented prior to a final zoning certificate.

SECTION 9. A draft, maintenance agreement between the BCEO and/ or the West Chester Township Services Department and the property owner shall be provided at the FDP stage, which shall be consistent with previous maintenance agreements in regard to the multi-purpose path contained within the subject site.

SECTION 10. Any open space lots shall be designated as such on the record, subdivision plat.

SECTION 11. Building setbacks shall be approved at the FDP stage, but shall remain consistent with the general layout as illustrated on the PDP.

SECTION 12. Detailed building elevations, to include the clubhouse, 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 13. A percentage of the floor plan (unit mix) shall be provided and only approved at the FDP stage.

SECTION 14. 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 15. Detailed floor plans and specific details regarding the unit sizes shall be provided at the FDP stage, which shall include size (measured in square feet) and floor plans.

SECTION 16. Detailed plans and descriptions of any common/ public, exterior amenities and elements shall be provided at each FDP stage. Such amenities may include, but shall not be limited to the following: Clubhouse and pool, fitness center, outdoor grilling areas, outdoor fire pits, business center, cyber café, wireless "hotspots" in all common areas, planned social activities, etc.

SECTION 17. 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 located along the public frontage shall be adequately screened in coordination with WCT.

SECTION 18. All light locations and light fixture details shall be provided at each FDP stage to ensure a consistent design that minimizes glare and light spillover.

SECTION 19. 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; and ground sign perimeter landscaping details.

SECTION 20. 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 21. Ground signs shall only be permitted to be externally illuminated by LED lighting at a maximum of a 4,000 level on the kelvin color scale.

