

West Chester

— OHIO —

Trustees Meeting Agenda October 24, 2023

Trustees

Ann Becker, Chair
Lee Wong
Mark S. Welch

Fiscal Officer

Bruce Jones
Administrator
Larry D. Burks

5:00 P.M.

Regular Meeting

Mrs. Becker

- Convene
- Roll Call
- Pledge

Executive Session

Property, personnel & pending litigation with Legal Counsel

Citizen's Comments

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

Mrs. Becker

Presentations

None

Mrs. Becker

Action Items – For approval by motion

- A. Motion to approve Trustee Meeting Minutes - October 10, 2023
- B. Motion to approve payment of bills - October 2, 2023 through October 13, 2023

Ms. Brown

Requisitions – Greater than \$7,500.00

- | | | |
|-------------|--------------|--|
| 1. Adm | \$ 45,483.10 | Frost Brown Todd LLC - Legal Services through September 30, 2023 (various departments) |
| 2. CIT | \$ 19,921.39 | CDW Government, Inc. - Replace township email spam filter (CIP# 1771) |
| 3. CIT | \$ 19,129.60 | CDW Government, Inc. - Replace township email archive system (CIP# 1771) |
| 4. Comm Dev | \$ 22,000.00 | Pinecrest Nursery - Purchase and install landscaping for West Chester Trade Center |

October 24, 2023

Ms. Brown

Personnel Items

- 5. Police Hire Eli Jackson to the position of Police Officer effective October 30, 2023 at the bi-weekly rate of \$2,713.97
- 6. Services Hire Jeff Smith to the position of Laborer Operator effective October 23, 2023 at the hourly rate of \$19.94

Ms. Brown

Business Items

- 7. Adm Motion to approve Resolution 40-2023 amending the Township 2023 Permanent Appropriations
- 8. Adm Motion to authorize Township Administrator to enter into energy supply service agreement for West Chester Township facilities, not to exceed 6.3¢/kWh for a term not to exceed 24 months, commencing on the December 2023 meter read date; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
- 9. Comm Dev Motion to approve Resolution 41-2023 accepting the Agreed Entry with Candelaria Lopez Noriega and Daisy Escobedo for the properties located at 6963 Tylersville Road; 6975 Tylersville Road; and 7821 Second Street
- 10. Services Motion to approve Resolution 43-2023 declaring Surplus Items for disposal

First Reading of Resolutions & Reading of Emergency Resolutions

- 11. 1st Reading Motion to approve Resolution 42-2023 Implementing Sections 3735.65 through 3735.70 of the Ohio Revised Code; Establishing and Describing the Boundaries of the West Chester Township Community Reinvestment Area; Designating a Housing Officer to Administer the Program; Creating a Community Reinvestment Housing Council; and Creating a Tax Incentive Review Council

Citizen's Comments

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

Discussion Items & Elected Official Comments

Adjourn

AGENDA ITEM COVER SHEET



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

Motion:
Motion to approve Trustee Meeting Minutes - October 10, 2023

Background:

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

Record of Proceedings: October 10, 2023
West Chester Township Board of Trustees - Regular Meeting

Convene: Vice-Chairperson Wong convened the meeting at 5:01 p.m.
Roll Call: Mr. Wong and Mr. Welch responded. Mrs. Becker was absent.
Pledge of Allegiance: Repeated by those present.

At 5:02 p.m., Mr. Wong entertained a motion to recess the regular meeting and go into Executive Session with legal counsel for the purpose of: (1) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment; (2) Consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiation with other political subdivisions respecting requests for economic development assistance. The information to be discussed is directly related to a request for economic development assistance or involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project. O.R.C. 121.22(G)(8). Before voting to enter executive session, Mr. Wong asked Mr. Jones to call the roll to determine that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project, and that the criteria specified in O.R.C. 121.22(G)(8)(a) and (b) apply. Mr. Wong and Mr. Welch replied affirmatively to the roll call. Mr. Wong stated there is a motion and a second to recess to Executive Session. Discussion: none. Mr. Wong declared the Board was entering Executive Session.

Post Executive Session/ Adjournment

MOTION made at 5:57 p.m. by Mr. Welch to adjourn the Executive Session and resume the October 10, 2023 Regular meeting, seconded by Mr. Wong. Discussion: none. **Motion carried.**

Citizen's Comments

There were no citizen's comments.

Presentations

There were no presentations.

Action Items – For Approval by Motion

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve the Trustee Meeting Minutes for September 26, 2023. Discussion: none. **Motion carried.**

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

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

Requisitions – Greater than \$7,500.00

1. Fire \$10,868.60 Vogelpohl Fire Equipment, Inc. - Purchase and replace attack line fire hose (CIP# 1545)
2. Police \$25,765.81 Toyota Financial Services - Purchase a court-ordered forfeited vehicle
3. PIE \$30,000.00 Magnetic Marketing LLC - Purchase banners for Union Centre Boulevard Landscape District (CIP# 1723) October 10, 2023
4. PIE \$18,624.00 iVideo Technologies LLC - Upgrade Township Hall audio equipment (CIP# 1708)
5. Services \$52,480.00 National Shotcrete LLC dba National Gunite - Repair line storm water pipe on Olympia Fields Ct (CIP# 1620)
6. Services \$16,962.00 Benchmark Land Management LLC - Maintain UCB DDI infield landscaped areas
7. Services \$14,240.28 Emcor Facilities Services - Repair sprinkler riser room at the Safety Services Center

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve payment of requisitions 1 through 7. Discussion: none. **Motion carried.**

Personnel Items

MOTION made by Mr. Welch, seconded by Mr. Wong, to hire Diana Bussell to the position of Administrative Professional I effective October 2, 2023 at the hourly rate of \$18.00. Discussion: none. **Motion carried.**

Business Items

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve agreement between West Chester Township Board of Trustees and First Financial Bank for depository and banking services; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: none. **Motion carried.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve agreement between West Chester Township Board of Trustees and The City of Oxford for participation in the Butler County OVI Task Force; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: none. **Motion carried.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to not object to a NEW C1, C2 liquor permit for Kuhlmanns Fine Meats & Market LLC, 9480 Cincinnati Columbus Road. Discussion: none. **Motion carried.**

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

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve Resolution 37-2023 approving Zoning Map Amendment and Preliminary Development Plan for Case #ZMA05-23-West Chester Plaza - Kroger Marketplace. Discussion: Mr. Welch, Mr. Wong, and Mr. Burks all praised the various involved parties for bringing the project to fruition, Mr. Welch noting that the applicant was very responsive to the concerns of surrounding residents. **Motion carried.**

Discussion Items & Elected Official Comments

Mr. Burks noted Clean Ohio funding would be forthcoming for our preservation of the Mill Creek in the township.

Mr. Welch said Pumpkin fest would be Saturday, and asked for prayers for peace in the Middle East. Mr. Jones concurred.

Mr. Wong said he was happy to be back, he appreciated the condolences, and there was no place for racism in our community.

Adjournment

MOTION made at 6:22 p.m. by Mr. Welch, seconded by Mr. Wong, to adjourn the October 10, 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:
October 24, 2023	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve payment of bills - October 2, 2023 through October 13, 2023

Background:

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

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1162	10/02/2023	MANUAL	003159 Charter Communications	311.47			
	INVOICE NO		ACCOUNT		AMOUNT		
	0372784092123		2100-FD-FD00-55060-000000-		311.47		
1163	10/02/2023	MANUAL	003159 Charter Communications	906.65			
	0372784082123		2100-FD-FD00-55060-000000-		906.65		
1164	10/06/2023	MANUAL	003159 Charter Communications	89.99			
	0371380 09/24/23		1010-CD-CD00-55020-000000-		89.99		
1165	10/06/2023	MANUAL	000780 Lowes	40.36			
	971709		2100-FD-FD00-54550-000000-		40.36		
1166	10/06/2023	MANUAL	000780 Lowes	30.43			
	974782		1010-PK-PK03-53530-000000-		30.43		
1167	10/06/2023	MANUAL	000780 Lowes	74.42			
	990120		1010-PK-PK12-53530-000000-		74.42		
1168	10/06/2023	MANUAL	000780 Lowes	82.57			
	978514		1010-PK-PK13-53530-000000-		8.53		
	978514		2010-RD-RD00-54010-000000-		63.61		
	978514		2010-RD-RD00-54510-000000-		10.43		
1169	10/06/2023	MANUAL	000319 Home Depot	95.92			
	3521866		2100-FD-FD00-54010-000000-		95.92		
1170	10/06/2023	MANUAL	000319 Home Depot	42.09			
	13247		2100-FD-FD00-54550-000000-		42.09		
1171	10/06/2023	MANUAL	000319 Home Depot	965.98			
	1970035		1010-AD-AD00-54010-000000-		965.98		
167374	10/06/2023	PRINTED	000615 Altafiber	1,521.07			
	777-2231 Oct 23		1010-AD-AD00-55010-000000-		80.10		
	777-2231 Oct 23		1010-CD-CD00-55010-000000-		80.10		
	777-2231 Oct 23		1010-PK-PK00-55010-000000-		40.06		
	777-2231 Oct 23		1010-SV-SV00-55010-000000-		33.38		
	777-2231 Oct 23		2030-RD-RD00-55010-000000-		33.38		
	777-2231 Oct 23		2090-PD-PD00-55010-000000-		256.32		
	777-2231 Oct 23		2100-FD-FD00-55010-000000-		121.70		
	777-2303 Oct 23		2100-FD-FD00-55010-000000-		98.98		
	103-0375 Oct 23		1010-PK-PK12-55010-000000-		49.99		
	103-0718 Oct 23		1010-PK-PK11-55010-000000-		70.99		
	942-4910 Oct 23		1010-AD-AD00-55010-000000-		5.35		
	942-4910 Oct 23		1010-CD-CD00-55010-000000-		3.57		
	942-4910 Oct 23		2030-RD-RD00-55010-000000-		39.25		
	942-4910 Oct 23		2090-PD-PD00-55010-000000-		126.97		
	777-1334 Oct 23		2100-FD-FD00-55010-000000-		249.87		
	874-1960 Oct 23		2090-PD-PD00-55010-000000-		43.14		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

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874-6805	Oct 23		1010-AD-AD00-55010-000000-		1.47		
		INVOICE NO	ACCOUNT		AMOUNT		
874-6805	Oct 23		1010-CD-CD00-55010-000000-		.99		
874-6805	Oct 23		2030-RD-RD00-55010-000000-		10.84		
874-6805	Oct 23		2090-PD-PD00-55010-000000-		35.22		
874-6958	Oct 23		1010-AD-AD00-55010-000000-		1.30		
874-6958	Oct 23		1010-CD-CD00-55010-000000-		.86		
874-6958	Oct 23		2030-RD-RD00-55010-000000-		9.50		
874-6958	Oct 23		2090-PD-PD00-55010-000000-		31.48		
942-6275	Oct 23		1010-AD-AD00-55010-000000-		2.89		
942-6275	Oct 23		1010-CD-CD00-55010-000000-		1.93		
942-6275	Oct 23		2030-RD-RD00-55010-000000-		21.22		
942-6275	Oct 23		2090-PD-PD00-55010-000000-		70.22		
167375	10/06/2023	PRINTED	003663 Benchmark Land Management	294,203.07			
	10657		2180-00-0000-57070-000000-		36,819.17		
	10657		2190-00-0000-57070-000000-		170,868.80		
	10657		2750-AD-AD00-57040-ARPA21-		86,515.10		
167376	10/06/2023	PRINTED	004004 Butler County Prosecutor'	2,072.00			
	Case 23-1138		2620-PD-PD00-43540-BCPROS-		1,808.50		
	Case 23-270		2620-PD-PD00-43540-BCPROS-		263.50		
167377	10/06/2023	PRINTED	003301 Fabricare Textiles LLC	1,085.50			
	08/01/23-08/31/23		2090-PD-PD00-54720-000000-		712.50		
	353		2100-FD-FD00-54720-000000-		373.00		
167378	10/06/2023	PRINTED	001334 Duke Energy	2,186.53			
	910117891788	Sep 23	1010-LT-LT00-55040-000000-		483.75		
	910117893540	Sep 23	1010-LT-LT00-55040-000000-		1,676.94		
	910119395842	Sep 23	1010-LT-LT00-55040-000000-		25.84		
167379	10/06/2023	PRINTED	004024 Duke Energy	21,671.67			
	910117892169	Oct 23	5070-LT-LT01-55040-000000-		365.54		
	910117891134	Oct 23	5070-LT-LT01-55040-000000-		165.93		
	910117893277	Oct 23	5070-LT-LT02-55040-000000-		725.39		
	910117892218	Oct 23	5070-LT-LT04-55040-000000-		1,333.27		
	910117892911	Oct 23	5070-LT-LT05-55040-000000-		261.99		
	910117891233	Oct 23	5070-LT-LT06-55040-000000-		1,645.69		
	910117893590	Oct 23	5070-LT-LT07-55040-000000-		2,319.81		
	910117891366	Oct 23	5070-LT-LT09-55040-000000-		509.88		
	910117893649	Oct 23	5070-LT-LT10-55040-000000-		1,108.34		
	910117891514	Oct 23	5070-LT-LT11-55040-000000-		1,192.25		
	910117891415	Oct 23	5070-LT-LT12-55040-000000-		634.16		
	910117892250	Oct 23	5070-LT-LT12-55040-000000-		345.00		
	910117892630	Oct 23	5070-LT-LT13-55040-000000-		2,176.84		
	910119396067	Oct 23	5070-LT-LT16-55040-000000-		301.18		
	910117892490	Oct 23	5070-LT-LT17-55040-000000-		2,093.03		
	910119395686	Oct 23	5070-LT-LT19-55040-000000-		268.58		
	910117891564	Oct 23	5070-LT-LT19-55040-000000-		335.62		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

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910119395892	Oct 23		5070-LT-LT19-55040-000000-		622.55		
		INVOICE NO	ACCOUNT		AMOUNT		
		910117892838	Oct 23 5070-LT-LT19-55040-000000-		253.75		
		910117891960	Oct 23 5070-LT-LT20-55040-000000-		410.93		
		930000024706	Oct 23 5070-LT-LT21-55040-000000-		185.11		
		910117892119	Oct 23 5070-LT-LT22-55040-000000-		198.65		
		910117892341	Oct 23 5070-LT-LT24-55040-000000-		187.98		
		910117892721	Oct 23 5070-LT-LT25-55040-000000-		693.07		
		910117152342	Oct 23 5070-LT-LT03-55040-000000-		303.77		
		910117152384	Oct 23 5070-LT-LT03-55040-000000-		1,037.04		
		910117152417	Oct 23 5070-LT-LT03-55040-000000-		754.63		
		910117152459	Oct 23 5070-LT-LT14-55040-000000-		282.93		
		910117801798	Oct 23 5070-LT-LT28-55040-000000-		602.76		
		910119133256	Oct 23 5070-LT-LT29-55040-000000-		356.00		
167380	10/06/2023	PRINTED	004024 Duke Energy	1,687.31			
		910119395975	Oct 23 5070-LT-LT08-55040-000000-		141.15		
		910117891465	Oct 23 5070-LT-LT15-55040-000000-		74.33		
		910119395800	Oct 23 5070-LT-LT16-55040-000000-		110.07		
		910119395933	Oct 23 5070-LT-LT16-55040-000000-		50.34		
		910119396091	Oct 23 5070-LT-LT16-55040-000000-		133.94		
		910119396017	Oct 23 5070-LT-LT19-55040-000000-		56.42		
		910117893053	Oct 23 5070-LT-LT19-55040-000000-		152.61		
		910117891332	Oct 23 5070-LT-LT22-55040-000000-		112.19		
		910117891605	Oct 23 5070-LT-LT22-55040-000000-		33.53		
		910117891704	Oct 23 5070-LT-LT22-55040-000000-		23.19		
		910117891928	Oct 23 5070-LT-LT22-55040-000000-		43.83		
		910117893095	Oct 23 5070-LT-LT22-55040-000000-		54.17		
		910117893491	Oct 23 5070-LT-LT22-55040-000000-		43.83		
		910117891085	Oct 23 5070-LT-LT23-55040-000000-		54.07		
		910119395727	Oct 23 5070-LT-LT26-55040-000000-		98.09		
		910117892789	Oct 23 5070-LT-LT22-55040-000000-		32.74		
		910117892060	Oct 23 5070-LT-LT25-55040-000000-		25.90		
		910118665792	Oct 23 5070-LT-LT25-55040-000000-		37.89		
		910117891283	Oct 23 5070-LT-LT25-55040-000000-		25.37		
		910117893467	Oct 23 5070-LT-LT25-55040-000000-		20.26		
		910117891184	Oct 23 5070-LT-LT25-55040-000000-		46.67		
		910117892391	Oct 23 5070-LT-LT27-55040-000000-		82.51		
		910118107656	Oct 23 5070-LT-LT27-55040-000000-		20.15		
		910117892888	Oct 23 5070-LT-LT27-55040-000000-		26.46		
		910118404280	Oct 23 5070-LT-LT27-55040-000000-		27.87		
		910117401978	Oct 23 5070-LT-LT27-55040-000000-		71.35		
		910117196609	Oct 23 5070-LT-LT10-55040-000000-		45.81		
		910117892309	Oct 23 5070-LT-LT22-55040-000000-		27.45		
		910117893235	Oct 23 5070-LT-LT22-55040-000000-		15.12		
167381	10/06/2023	PRINTED	000585 Grainger Inc.	554.04			
		9847947869	1010-AD-AD00-53530-000000-		17.36		
		9847947869	1010-CD-CD00-53530-000000-		9.92		
		9847947869	2010-RD-RD00-53530-000000-		119.06		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9847947869		2090-PD-PD00-53530-000000-		101.70		
	INVOICE NO		ACCOUNT	AMOUNT			
	9847947844		1010-PK-PK12-53530-000000-		306.00		
167382	10/06/2023 10.06.23	PRINTED	000753 Great American Financial 2090-00-0000-22520-000000-000000	495.00	495.00		
167383	10/06/2023 PS-I10003614	PRINTED	002861 Hastings Air Energy Contr 2180-00-0000-57050-000000-	119,999.19	119,999.19		
167384	10/06/2023 0156853 Sep 2023 0156853 Sep 2023 0156853 Sep 2023	PRINTED	003371 Pre-Paid Legal Services, 1010-00-0000-22730-000000-000000 2090-00-0000-22730-000000-000000 2100-00-0000-22730-000000-000000	177.55	90.75 15.56 71.24		
167385	10/06/2023 288498	PRINTED	004103 Mercy Health Partners LLC 2040-RD-RD00-53190-000000-	135.00	135.00		
167386	10/06/2023 141817 141893 CM141077 CM141120	PRINTED	002776 Mike Castrucci Ford Inc 2050-CE-CE00-53510-000000- 2090-PD-PD00-53510-000000- 2090-PD-PD00-53510-000000- 2090-PD-PD00-53510-000000-	96.32	575.32 21.00 -100.00 -400.00		
167387	10/06/2023 C231357	PRINTED	000438 Mills Fence Company Inc. 1010-PK-PK04-53530-000000-	500.00	500.00		
167388	10/06/2023 09192023	PRINTED	004164 Mueller Funeral Home 2050-CE-CE00-53190-000000-	750.00	750.00		
167389	10/06/2023 0202528-IN	PRINTED	000457 Noel's Plumbing Supply In 1010-SV-SV99-54010-000000-	35.87	35.87		
167390	10/06/2023 04652643	PRINTED	002095 Oberer's Flowers 1010-AD-AD00-56040-000000-	98.90	98.90		
167391	10/06/2023 oh Dfrd 10/06/23 oh Dfrd 10/06/23 oh Dfrd 10/06/23 oh Dfrd 10/06/23 oh Dfrd 10/06/23 oh Dfrd 10/06/23	PRINTED	000755 Ohio Public Employees Def 1010-00-0000-22520-000000-000000 2090-00-0000-22520-000000-000000 2100-00-0000-22520-000000-000000 2110-00-0000-22520-000000-000000 2040-00-0000-22520-000000-000000 2070-00-0000-22520-000000-000000	26,604.20	4,245.00 13,433.52 6,720.68 200.00 1,710.00 295.00		
167392	10/06/2023 INVOICE # 395	PRINTED	003311 Aegean, LLC 2250-PD-PD00-53410-000000-	650.00	650.00		
167393	10/06/2023 Hanifen 09/07/23 A	PRINTED	004082 Randall Hanifen 2100-FD-FD00-53410-000000-	1,034.25	1,034.25		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167394	10/06/2023	PRINTED	004161 Raymond Jones	110.09			
			INVOICE NO ACCOUNT AMOUNT				
			Jones 09/22/23 2090-PD-PD00-53410-000000-		110.09		
167395	10/06/2023	PRINTED	001329 Security Benefit Group	8,795.00			
	611021	10/06/23	2090-00-0000-22520-000000-000000		1,913.75		
	611021	10/06/23	2100-00-0000-22520-000000-000000		5,743.75		
	611021	10/06/23	2110-00-0000-22520-000000-000000		693.75		
	611021	10/06/23	2040-00-0000-22520-000000-000000		243.75		
	611021	10/06/23	5080-00-0000-22520-000000-000000		200.00		
167396	10/06/2023	PRINTED	000607 Treasurer of State of Ohio 333084 1010-AD-AD00-53190-000000-	69.70	69.70		
167397	10/06/2023	PRINTED	004010 Treasurer of State of Ohio 24L0987 2090-PD-PD00-53190-000000-	600.00	600.00		
167398	10/06/2023	PRINTED	003759 Unifirst Corporation	287.14			
	1340212714		1010-PK-PK00-54550-000000-		34.46		
	1340212714		1010-PK-PK00-54720-000000-		23.24		
	1340212714		1010-SV-SV00-54720-000000-		25.62		
	1340212714		2010-RD-RD00-54550-000000-		16.28		
	1340212714		2010-RD-RD00-54720-000000-		172.28		
	1340212714		2050-CE-CE00-54720-000000-		15.26		
167399	10/06/2023	PRINTED	004017 U.S. Bank National Associ	3,639.61			
	511850463		1010-AD-AD00-53550-000000-		493.23		
	511850463		1010-CD-CD00-53550-000000-		436.20		
	511850463		1010-AD-HR00-53550-000000-		186.62		
	511850463		2010-RD-RD00-53550-000000-		172.44		
	511850463		2070-PI-PI00-53550-000000-		191.46		
	511850463		2090-DS-DS00-53550-000000-		76.71		
	511850463		2090-PD-PD00-53550-000000-		829.69		
	511850463		2100-DS-DS00-53550-000000-		76.71		
	511850463		2100-FD-FD00-53550-000000-		1,176.55		
167400	10/06/2023	PRINTED	000582 VIP Printing Center 35325 2070-PI-PI00-53710-000000-	193.40	193.40		
167401	10/06/2023	PRINTED	004020 West Publishing Corporati 849118199 2090-PD-PD00-53170-000000-	355.20	355.20		
400504	10/06/2023	EFT	001532 A-Plus Concrete & Excavat 10961 2010-RD-RD00-54550-IHCLVT- 10961 2010-RD-RD00-54550-IHCURB-	90.00	45.00 45.00		
400505	10/06/2023	EFT	003807 Accident Analysis And Rec Ryan 10/16/23 2250-PD-PD00-53410-000000-	700.00	700.00		
400506	10/06/2023	EFT	000008 Ace Hardware W.C. Inc.	41.97			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	35357/1		1010-PK-PK13-53530-000000-		21.99		
	INVOICE NO		ACCOUNT	AMOUNT			
	35371/1		2010-RD-RD01-54550-000000-		19.98		
400507	10/06/2023	EFT	002422 AFSCME Ohio Council 8, Lo	451.35			
	10/06/23	Dues	1010-00-0000-22510-000000-000000		53.10		
	10/06/23	Dues	2090-00-0000-22510-000000-000000		13.26		
	10/06/23	Dues	2100-00-0000-22510-000000-000000		13.28		
	10/06/23	Dues	2110-00-0000-22510-000000-000000		13.28		
	10/06/23	Dues	2040-00-0000-22510-000000-000000		305.33		
	10/06/23	Dues	5080-00-0000-22510-000000-000000		26.55		
	10/06/23	Dues	2050-00-0000-22510-000000-000000		26.55		
400508	10/06/2023	EFT	003337 Airgas, Inc.	258.38			
	5501544688		2110-EM-EM00-54550-000000-		258.38		
400509	10/06/2023	EFT	003174 Amazon Fullfillment Servi	1,181.46			
	1VHX-X4D6-937Y		2010-RD-RD00-54010-000000-		30.57		
	1VVX-Q3QC-NR63		2090-PD-PD00-54510-000000-		186.27		
	1VVX-Q3QC-NR63		2090-PD-PD00-54550-000000-		22.25		
	1X69-J7QR-7HD1		2090-PD-PD00-54010-000000-		16.20		
	1RNV-MMJT-7H9J		2090-PD-PD00-54550-000000-		61.17		
	1NPP-YHR3-7WRN		2010-RD-RD00-54510-000000-		99.98		
	19DJ-QLJQ-36DF		2100-FD-FD00-54010-000000-		53.90		
	16HQ-6N99-WPN4		2010-RD-RD00-54550-000000-		36.57		
	13DN-DTYV-DWXC		2740-00-0000-53190-000000-		581.05		
	1GQ4-XDQC-PP7V		1010-AD-AD00-54530-000000-		93.50		
400510	10/06/2023	EFT	000116 Bethart Printing Services	205.60			
	55122		2070-PI-PI00-53710-000000-		205.60		
400511	10/06/2023	EFT	002836 Blust Motor Service, Inc.	5,392.04			
	01P11410		2010-RD-RD00-53510-000000-		369.68		
	01S4352		2110-EM-EM00-53510-000000-		5,022.36		
400512	10/06/2023	EFT	003381 AAA Club Alliance Inc Car	69.99			
	112041310		2090-PD-PD00-53510-000000-		69.99		
400513	10/06/2023	EFT	000126 Bound Tree Medical LLC.	989.40			
	85105066		2110-EM-EM00-54550-000000-		989.40		
400514	10/06/2023	EFT	003558 Centralsquare Technologie	95,325.83			
	393012		2090-PD-PD00-54830-000000-		47,662.92		
	393012		2100-FD-FD00-54830-000000-		23,831.46		
	393012		2110-EM-EM00-54830-000000-		23,831.45		
400515	10/06/2023	EFT	000211 Daum & Associates	400.00			
	23-0919-wc-Csendes		2090-PD-PD00-53230-000000-		400.00		
400516	10/06/2023	EFT	000235 Econ-O-Wise Rental	41.08			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	306598		2010-RD-RD00-53560-000000-		41.08		
400517	10/06/2023	EFT	000634 Emcor Facilities Services	10,752.75			
	INVOICE NO		ACCOUNT		AMOUNT		
	606137		1010-AD-AD00-53530-000000-		2,395.39		
	606137		2090-DS-DS00-53530-000000-		1,197.69		
	606137		2100-DS-DS00-53530-000000-		1,197.69		
	606136		1010-AD-AD00-53530-000000-		5,246.54		
	606136		2070-PI-PI00-53530-000000-		715.44		
400518	10/06/2023	EFT	000250 Extermital Termite & Pest	24.15			
	931043		1010-PK-PK04-53530-000000-		24.15		
400519	10/06/2023	EFT	003763 The Fechheimer Brothers C	73.38			
	000233644		2090-PD-PD00-54720-000000-		73.38		
400520	10/06/2023	EFT	000264 Fire Safety Services Inc.	28,488.52			
	232459		2100-FD-FD00-54720-000000-		326.00		
	232465		2100-FD-FD00-57050-000000-		28,162.52		
400521	10/06/2023	EFT	002825 First Choice Coffee Servi	30.95			
	STM400057		2090-DS-DS00-54530-000000-		15.48		
	STM400057		2100-DS-DS00-54530-000000-		15.47		
400522	10/06/2023	EFT	000754 F.O.P. Lodge #186	1,992.50			
	FOP 186 10/06/23		2090-00-0000-22510-000000-000000		1,992.50		
400523	10/06/2023	EFT	004146 FOP Ohio Labor Council	655.80			
	144486		2090-00-0000-22510-000000-000000		487.48		
	144486		2100-00-0000-22510-000000-000000		168.32		
400524	10/06/2023	EFT	000273 Frost Brown Todd LLC	50,569.28			
	210391015		1010-AD-AD00-53110-000000-		500.00		
	210391494		2090-PD-PD00-53110-000000-		2,016.00		
	210391009		1010-AD-AD00-53110-000000-		36,586.19		
	210391009		2090-PD-PD00-53110-000000-		7,437.13		
	210391009		2100-FD-FD00-53110-000000-		3,089.46		
	210391009		2180-00-0000-53110-000000-		940.50		
400525	10/06/2023	EFT	000280 Gateway Tire Company Inc.	272.28			
	30-0604567		1010-AD-AD00-54550-EMGTLR-		272.28		
400526	10/06/2023	EFT	003161 Haskins Hitchen Post	461.40			
	180542		1010-AD-AD00-54550-EMGTLR-		461.40		
400527	10/06/2023	EFT	000746 Jake Sweeney Chevrolet Im	99.96			
	518931		2090-PD-PD00-53510-000000-		94.48		
	518801		2090-PD-PD00-53510-000000-		5.48		
400528	10/06/2023	EFT	001216 Knox Associates	721.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			INV-KA-217818 2100-FD-FD00-53190-000000-		721.00		
400529	10/06/2023	EFT	001462 Language Line Services	179.04			
			INVOICE NO ACCOUNT AMOUNT				
			11090323 2090-PD-PD00-53190-000000-		179.04		
400530	10/06/2023	EFT	003474 Law Enforcement Risk Mgmt 236320 2090-PD-PD00-53410-000000-	175.00	175.00		
400531	10/06/2023	EFT	001934 world Fuel Services	4,181.43			
	September 2023		1010-PK-PK00-54710-000000-		130.98		
	September 2023		2030-RD-RD00-54710-000000-		2,091.71		
	September 2023		2070-PI-PI00-54710-000000-		104.27		
	September 2023		2090-PD-PD00-54710-000000-		85.24		
	September 2023		2100-FD-FD00-54710-000000-		631.06		
	September 2023		2110-EM-EM00-54710-000000-		1,138.17		
400532	10/06/2023	EFT	002441 Menard, Inc. 69803 1010-SV-SV99-54010-000000-	36.96	36.96		
400533	10/06/2023	EFT	000456 Nick's Towing 39691 2010-RD-RD00-53240-000000-	150.00	150.00		
400534	10/06/2023	EFT	003478 O'Reilly Auto Enterprises	1,718.25			
	1738-297257		2010-RD-RD00-53510-000000-		238.80		
	1738-296999		2090-PD-PD00-53510-000000-		88.80		
	1738-296548		2090-PD-PD00-53510-000000-		513.40		
	1738-296259		2090-PD-PD00-53510-000000-		206.06		
	1738-297995		2010-RD-RD00-53510-000000-		137.04		
	5638-279129		2010-RD-RD00-53510-000000-		144.15		
	1738-298067		2010-RD-RD00-53510-000000-		272.90		
	1738-289389		2100-FD-FD00-53510-000000-		45.28		
	1738-288558		2100-FD-FD00-53510-000000-		71.82		
400535	10/06/2023	EFT	003378 Path Master, Inc. INV126597 2100-FD-FD00-57050-000000- INV126597 2140-00-0000-57050-000000-	17,602.00	11,074.46 6,527.54		
400536	10/06/2023	EFT	003479 Prudential Retirement Ins 003518 10/06/23 2100-00-0000-22520-000000-000000	1,370.00	1,370.00		
400537	10/06/2023	EFT	003265 Multi Service Technology	900.00			
	557-1-105395		1010-SV-SV99-54720-000000-		225.00		
	557-1-105397		2010-RD-RD00-54720-000000-		225.00		
	557-1-105398		2010-RD-RD00-54720-000000-		225.00		
	557-1-104888		2010-RD-RD00-54720-000000-		225.00		
400538	10/06/2023	EFT	000505 Rumpke of Ohio Inc. 3916180 1010-PK-PK00-54550-000000- 0086796 2010-RD-RD00-55060-000000-	973.19	-303.60 1,276.79		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
400539	10/06/2023	EFT	003228 Smyrna Ready Mix Concrete	1,242.00			
			INVOICE NO		AMOUNT		
			1020421972		766.00		
			1020420498		476.00		
400540	10/06/2023	EFT	000761 Staples Inc	389.98			
	3548138621		1010-AD-AD00-54510-000000-		389.98		
400541	10/06/2023	EFT	002609 Stigler Supply Co.	740.06			
	446591		2100-FD-FD00-54550-000000-		740.06		
400542	10/06/2023	EFT	003938 Strategic Ohio Council Fo	24,786.78			
	13335		1010-PK-PK00-53190-000000-		2,756.20		
	13335		2040-RD-RD00-53190-000000-		2,756.20		
	13377- revised		1010-PK-PK00-53190-000000-		4,863.48		
	13377- revised		2040-RD-RD00-53190-000000-		4,863.48		
	13508		1010-PK-PK00-53190-000000-		3,458.44		
	13508		2040-RD-RD00-53190-000000-		3,458.45		
	13570		1010-PK-PK00-53190-000000-		1,315.26		
	13570		2040-RD-RD00-53190-000000-		1,315.27		
400543	10/06/2023	EFT	002375 Tool House Inc.	153.99			
	26944		2010-RD-RD00-54010-000000-		153.99		
400544	10/06/2023	EFT	003924 Treetop Products Consolid	1,022.64			
	INVTRE24193		1010-PK-PK04-54010-000000-		1,022.64		
400545	10/06/2023	EFT	003909 City of Trenton	650.00			
	09/30/23 A		2090-PD-PD00-51120-000000-		260.00		
	09/30/23 B		2090-PD-PD00-51120-000000-		390.00		
400546	10/06/2023	EFT	000616 Vance outdoors, Inc	1,886.60			
	1063080-IN		2090-PD-PD00-54010-000000-		1,886.60		
400547	10/06/2023	EFT	002725 Vercom Systems Inc	236.37			
	INV-71762		1010-AD-AD00-54830-000000-		85.08		
	INV-71762		1010-CD-CD00-54830-000000-		2.37		
	INV-71762		2010-RD-RD00-54830-000000-		23.64		
	INV-71762		2070-PI-PI00-54830-000000-		4.73		
	INV-71762		2090-DS-DS00-54830-000000-		4.73		
	INV-71762		2090-PD-PD00-54830-000000-		68.55		
	INV-71762		2100-DS-DS00-54830-000000-		4.73		
	INV-71762		2100-FD-FD00-54830-000000-		21.27		
	INV-71762		2110-EM-EM00-54830-000000-		21.27		
400548	10/06/2023	EFT	000583 Vogelpohl Fire Equipment,	988.81			
	20231053		2100-FD-FD00-54550-000000-		988.81		
400549	10/06/2023	EFT	001387 white Cap LP	220.08			

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FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
10018809092			2010-RD-RD00-54550-000000-		220.08		
		84 CHECKS	CASH ACCOUNT TOTAL	751,139.74	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
84 CHECKS	FINAL TOTAL	751,139.74	.00

** END OF REPORT - Generated by Felicia Krutka **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1172	10/13/2023	MANUAL	002837 First Financial Bank Cred	12.93			
			INVOICE NO ACCOUNT AMOUNT				
			Paramount 8/31/23 2070-PI-PI00-56030-000000-		12.93		
1173	10/13/2023	MANUAL	002837 First Financial Bank Cred	11.98			
			UDF 8/31/23 2070-PI-PI00-56030-AFTRHR-		11.98		
1174	10/13/2023	MANUAL	002837 First Financial Bank Cred	199.00			
			Online Store 9/2/23 2070-PI-PI00-53190-000000-		199.00		
1175	10/13/2023	MANUAL	002837 First Financial Bank Cred	21.44			
			WM SuperCtr 9/7/23 2070-PI-PI00-56030-AFTRHR-		21.44		
1176	10/13/2023	MANUAL	002837 First Financial Bank Cred	30.00			
			Facebk 9/16/23 2070-PI-PI00-56030-FARMER-		30.00		
1177	10/13/2023	MANUAL	002837 First Financial Bank Cred	64.34			
			WM SuperCtr 9/19/23 2070-PI-PI00-56030-BICNTL-		64.34		
1178	10/13/2023	MANUAL	002837 First Financial Bank Cred	-37.25			
			Fin credit 7/30/23 1010-AD-AD00-56050-000000-		-37.25		
1179	10/13/2023	MANUAL	002837 First Financial Bank Cred	310.00			
			OHGFOA 9/28/23 1010-AD-AD00-53410-000000-		310.00		
1180	10/13/2023	MANUAL	002837 First Financial Bank Cred	499.00			
			Fredpryor 9/5/23 1010-AD-AD00-53410-000000-		499.00		
1181	10/13/2023	MANUAL	002837 First Financial Bank Cred	-18.19			
			Finance credit 7/30 1010-AD-AD00-56050-000000-		-18.19		
1182	10/13/2023	MANUAL	002837 First Financial Bank Cred	38.71			
			Panera 9/9/23 1010-AD-AD00-54530-000000-		38.71		
1183	10/13/2023	MANUAL	002837 First Financial Bank Cred	20.00			
			OTA 9/11/23 1010-AD-AD00-53410-000000-		20.00		
1184	10/13/2023	MANUAL	002837 First Financial Bank Cred	44.88			
			Larosas 9/12/23 1010-AD-AD00-54530-000000-		44.88		
1185	10/13/2023	MANUAL	002837 First Financial Bank Cred	201.89			
			Ddchickfil 9/13/23 2740-00-0000-53190-000000-		201.89		
1186	10/13/2023	MANUAL	002837 First Financial Bank Cred	219.08			
			Aladdin's 9/13/23 1010-AD-AD00-54530-000000-		219.08		
1187	10/13/2023	MANUAL	002837 First Financial Bank Cred	45.00			
			EBResponders 9/14/23 1010-AD-AD00-53410-000000-		45.00		
1188	10/13/2023	MANUAL	002837 First Financial Bank Cred	31.85			

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FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	Chipotle 9/16/23		1010-AD-AD00-54530-000000-		31.85		
1189	10/13/2023	MANUAL	002837 First Financial Bank Cred	448.11			
	INVOICE NO		ACCOUNT		AMOUNT		
	Apple Spice 9/13/23		1010-AD-HR00-56040-000000-		448.11		
1190	10/13/2023	MANUAL	002837 First Financial Bank Cred	20.00			
	OTA 9/18/23		1010-AD-AD00-53410-000000-		20.00		
1191	10/13/2023	MANUAL	002837 First Financial Bank Cred	125.00			
	Local Govt Hispa9/20		1010-AD-AD00-53410-000000-		125.00		
1192	10/13/2023	MANUAL	002837 First Financial Bank Cred	159.05			
	Panera 9/21/23		1010-AD-AD00-54530-000000-		159.05		
1193	10/13/2023	MANUAL	002837 First Financial Bank Cred	13.88			
	Panera Bread 9/21/23		1010-AD-AD00-54530-000000-		13.88		
1194	10/13/2023	MANUAL	002837 First Financial Bank Cred	29.00			
	Remarkalbe 9/28/23		1010-AD-AD00-53170-000000-		29.00		
1195	10/13/2023	MANUAL	002837 First Financial Bank Cred	50.36			
	Apple Spice 9/26/23		1010-AD-AD00-54530-000000-		50.36		
1196	10/13/2023	MANUAL	002837 First Financial Bank Cred	-22.17			
	Fin credits 7/30/23		1010-AD-AD00-56050-000000-		-22.17		
1197	10/13/2023	MANUAL	002837 First Financial Bank Cred	230.01			
	Courtyard 9/10/23		2090-PD-PD00-53410-000000-		230.01		
1198	10/13/2023	MANUAL	002837 First Financial Bank Cred	1,161.32			
	CourtyardA 9/10/23		2090-PD-PD00-53410-000000-		1,161.32		
1199	10/13/2023	MANUAL	002837 First Financial Bank Cred	-11.52			
	Fin CreditB 7/30/23		1010-AD-AD00-56050-000000-		-11.52		
1200	10/13/2023	MANUAL	002837 First Financial Bank Cred	45.75			
	BP 9/10/23		2250-PD-PD00-53410-000000-		45.75		
1201	10/13/2023	MANUAL	002837 First Financial Bank Cred	53.23			
	WAWA 9/12/23		2250-PD-PD00-53410-000000-		53.23		
1202	10/13/2023	MANUAL	002837 First Financial Bank Cred	988.24			
	Home2Suites 9/15/23		2250-PD-PD00-53410-000000-		988.24		
1203	10/13/2023	MANUAL	002837 First Financial Bank Cred	56.55			
	Exxon 9/15/23		2250-PD-PD00-53410-000000-		56.55		
1204	10/13/2023	MANUAL	002837 First Financial Bank Cred	64.85			
	Saigon 8/31/23		1010-AD-AD00-54530-000000-		64.85		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1205	10/13/2023	MANUAL	002837 First Financial Bank Cred	45.40			
			INVOICE NO ACCOUNT AMOUNT				
			Saigon 9/2/23 1010-AD-AD00-54530-000000-		45.40		
1206	10/13/2023	MANUAL	002837 First Financial Bank Cred	53.00			
			Frenchtoast 9/18/23 1010-AD-AD00-54530-000000-		53.00		
1207	10/13/2023	MANUAL	002837 First Financial Bank Cred	43.00			
			Gano 9/22/23 1010-AD-AD00-54530-000000-		43.00		
1208	10/13/2023	MANUAL	002837 First Financial Bank Cred	23.70			
			DD Pennstation 9/28 1010-AD-AD00-54530-000000-		23.70		
167402	10/13/2023	PRINTED	002414 4Imprint	835.99			
			11734480 2070-PI-PI00-53710-000000-		835.99		
167403	10/13/2023	PRINTED	000615 Altafiber	3,785.18			
			D13-3498 Oct 23 1010-AD-AD00-55010-000000-		185.25		
			D13-3498 Oct 23 2030-RD-RD00-55010-000000-		22.75		
			D13-3498 Oct 23 2070-PI-PI00-55010-000000-		6.50		
			D13-3498 Oct 23 2090-PD-PD00-55010-000000-		74.75		
			D13-3498 Oct 23 2100-FD-FD00-55010-000000-		2,960.75		
			116-4535 Oct 23 2090-PD-PD00-55010-000000-		90.63		
			118-3476 Oct 23 1010-PK-PK04-55010-000000-		40.00		
			127-1428 Oct 23 2100-FD-FD00-55010-000000-		98.98		
			122-6977 Oct 23 2100-FD-FD00-55010-000000-		74.98		
			127-7424 Oct 23 2100-FD-FD00-55010-000000-		74.98		
			131-2728 Oct 23 2030-RD-RD00-55010-000000-		80.63		
			121-4393 Oct 23 2100-FD-FD00-55010-000000-		74.98		
167404	10/13/2023	PRINTED	004094 Cincinnati Landmark Produ	605.00			
			10142023 2070-PI-PI00-56030-PUMPKN-		605.00		
167405	10/13/2023	PRINTED	003301 Fabricare Textiles LLC	715.25			
			09/01/23-09/30/23 2090-PD-PD00-54720-000000-		715.25		
167406	10/13/2023	PRINTED	001334 Duke Energy	158.43			
			910117891746 Sep 23 1010-AD-AD00-55060-000000-		158.43		
167407	10/13/2023	PRINTED	004024 Duke Energy	594.39			
			930000024706 OCT23 5070-LT-LT21-55040-000000-		594.39		
167408	10/13/2023	PRINTED	003754 Garver Family Farm Market	2,333.00			
			231013 2070-PI-PI00-56030-PUMPKN-		2,333.00		
167409	10/13/2023	PRINTED	004167 Gianna Prestol	425.00			
			0000079 2070-PI-PI00-56030-PUMPKN-		425.00		
167410	10/13/2023	PRINTED	003735 Margaret F Hoffman	250.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	0014		2070-PI-PI00-56030-PUMPKN-		250.00		
167411	10/13/2023	PRINTED	003471 McBride Dale Associates I	112.50			
	INVOICE NO		ACCOUNT		AMOUNT		
	4284-39		1010-CD-CD00-53190-000000-		112.50		
167412	10/13/2023	PRINTED	002690 Medmutual Life	2,068.93			
	032320875-1		2040-RD-RD00-52220-000000-		160.93		
	032320875-1		2050-CE-CE00-52220-000000-		16.00		
	032320875-1		2090-PD-PD00-52220-000000-		747.20		
	032320875-1		2100-FD-FD00-52220-000000-		670.00		
	032320875-1		2110-EM-EM00-52220-000000-		46.00		
	032320875-1		2070-PI-PI00-52220-000000-		40.00		
	032320875-1		1010-AD-AD02-52220-000000-		18.40		
	032320875-1		1010-AD-AD03-52220-000000-		5.20		
	032320875-1		1010-CD-CD00-52220-000000-		61.20		
	032320875-1		1010-PK-PK00-52220-000000-		8.00		
	032320875-1		2090-DS-DS00-52220-000000-		83.20		
	032320875-1		2100-DS-DS00-52220-000000-		44.80		
	032320875-1		5080-RD-RD00-52220-000000-		8.00		
	032320875-1		1010-SV-SV00-52220-000000-		40.00		
	032320875-1		1010-AD-AD00-52220-000000-		120.00		
167413	10/13/2023	PRINTED	003630 Pfmw Liberty LLC	95.85			
	September-1433		1010-AD-HR00-56040-000000-		95.85		
167414	10/13/2023	PRINTED	003470 Honey Hill Farm LLC	2,216.00			
	16355731		2070-PI-PI00-56030-PUMPKN-		2,216.00		
167415	10/13/2023	PRINTED	001882 Drellishak & Drellishak I	3,100.00			
	INV2308		2090-PD-PD00-54720-000000-		3,100.00		
167416	10/13/2023	PRINTED	000535 Suburban Propane	164.45			
	582840		2010-RD-RD00-54550-000000-		164.45		
167417	10/13/2023	PRINTED	004168 Toyota Motor Credit Corpo	25,765.81			
	ACCT. 0176800881		2620-PD-PD00-57060-000000-		25,765.81		
167418	10/13/2023	PRINTED	003759 Unifirst Corporation	287.14			
	1340215719		1010-PK-PK00-54550-000000-		34.46		
	1340215719		1010-PK-PK00-54720-000000-		23.24		
	1340215719		1010-SV-SV00-54720-000000-		25.62		
	1340215719		2010-RD-RD00-54550-000000-		16.28		
	1340215719		2010-RD-RD00-54720-000000-		172.28		
	1340215719		2050-CE-CE00-54720-000000-		15.26		
167419	10/13/2023	PRINTED	001091 Vogt Lawn Care	800.00			
	12070		1010-CD-CD00-53210-000000-		475.00		
	12069		1010-CD-CD00-53210-000000-		325.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
400550	10/13/2023	EFT	000008 Ace Hardware W.C. Inc.	3.50			
		INVOICE NO	ACCOUNT	AMOUNT			
		35407/1	1010-PK-PK04-53530-000000-		3.50		
400551	10/13/2023	EFT	000016 Aero Oil Company of Cincinnati	3,803.60			
		187728A	2010-RD-RD00-53510-000000-		53.90		
		187728A	2090-PD-PD00-53510-000000-		53.90		
		187728A	2100-FD-FD00-53510-000000-		53.90		
		187728A	2110-EM-EM00-53510-000000-		53.90		
		187728B	2010-RD-RD00-53510-000000-		1,195.88		
		187728B	2090-PD-PD00-53510-000000-		1,195.88		
		187728B	2100-FD-FD00-53510-000000-		598.12		
		187728B	2110-EM-EM00-53510-000000-		598.12		
400552	10/13/2023	EFT	003337 Airgas, Inc.	44.06			
		5502387392	2010-RD-RD00-53550-000000-		44.06		
400553	10/13/2023	EFT	003174 Amazon Fullfillment Services	1,093.71			
		17PX-NKFV-QQHC	2090-PD-PD00-54550-000000-		128.16		
		14HG-HCFG-JJ7W	1010-CD-CD00-54010-000000-		370.15		
		1HMN-3RRC-99JM	1010-CD-CD00-54720-000000-		165.99		
		1P4N-64HF-L1YY	1010-CD-CD00-54510-000000-		54.29		
		1YNR-WMK6-1T3M	2090-DS-DS00-54010-000000-		201.06		
		1YNR-WMK6-1T3M	2100-DS-DS00-54010-000000-		201.05		
		1QVT-7JLY-37WW	2090-DS-DS00-54010-000000-		-137.82		
		1QVT-7JLY-37WW	2100-DS-DS00-54010-000000-		-137.83		
		1KY4-KMFQ-3TP9	1010-CD-CD00-54510-000000-		160.78		
		1WN4-74F7-GGCW	1010-CD-CD00-54510-000000-		36.23		
		19L4-JPTC-T4DV	1010-AD-AD00-54510-000000-		51.65		
400554	10/13/2023	EFT	004156 Arc Document Solutions LLC	250.00			
		510HI9286583	1010-CD-CD00-53560-000000-		250.00		
400555	10/13/2023	EFT	000192 Ohio Newspapers Inc	157.32			
		I00809495	1010-CD-CD00-53210-000000-		157.32		
400556	10/13/2023	EFT	004166 Dee Sign USA LLC	1,037.16			
		1962189	1010-CD-CD00-54010-000000-		1,037.16		
400557	10/13/2023	EFT	002795 Equifax Information Services	60.16			
		2057609305	2090-PD-PD00-53190-000000-		60.16		
400558	10/13/2023	EFT	002825 First Choice Coffee Services	470.79			
		286955	2090-PD-PD00-53550-000000-		233.55		
		287014	2090-PD-PD00-54530-000000-		194.17		
		287011	1010-CD-CD00-54540-000000-		43.07		
400559	10/13/2023	EFT	000280 Gateway Tire Company Inc.	322.64			
		30-0608226	2090-PD-PD00-53510-000000-		322.64		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
400560	10/13/2023	EFT	001300 The Kleingers Group, Inc.	5,842.98			
			INVOICE NO	ACCOUNT	AMOUNT		
			84688	2190-00-0000-57010-000000-	5,535.00		
			0707020.040-12	2180-00-0000-57010-000000-	307.98		
400561	10/13/2023	EFT	001462 Language Line Services	263.22			
			11114525	2090-PD-PD00-53190-000000-	263.22		
400562	10/13/2023	EFT	003062 Lexis Nexis Risk Data Man	721.98			
			1591256-20230930	2090-PD-PD00-53170-000000-	721.98		
400563	10/13/2023	EFT	003474 Law Enforcement Risk Mgmt	325.00			
			237364	2250-PD-PD00-53410-000000-	325.00		
400564	10/13/2023	EFT	003481 National Shotcrete LLC	76,311.00			
			1557-10	2190-00-0000-57070-000000-	42,655.00		
			1557-9	2750-AD-AD00-57040-ARPA21-	33,656.00		
400565	10/13/2023	EFT	002668 National Hose Testing Spe	2,574.20			
			01251	2100-FD-FD00-53190-000000-	2,574.20		
400566	10/13/2023	EFT	003478 O'Reilly Auto Enterprises	79.96			
			1738-298851	2090-PD-PD00-53510-000000-	15.87		
			1738-296605	2090-PD-PD00-53510-000000-	-208.81		
			1738-300368	2010-RD-RD00-53510-000000-	316.90		
			1738-300401	2010-RD-RD00-53510-000000-	-44.00		
400567	10/13/2023	EFT	000508 Safety Shoe Distributors	2,979.73			
			I200-21076082	2010-RD-RD00-54720-000000-	454.98		
			I200-21076418A	2010-RD-RD00-54720-000000-	10.00		
			I200-21076418B	1010-PK-PK00-54720-000000-	114.99		
			I200-21076418C	1010-PK-PK00-54720-000000-	399.96		
			I200-21076418C	1010-SV-SV00-54720-000000-	99.99		
			I200-21076418C	2010-RD-RD00-54720-000000-	1,699.83		
			I200-21076418C	2050-CE-CE00-54720-000000-	199.98		
400568	10/13/2023	EFT	003228 Smyrna Ready Mix Concrete	855.00			
			1020421973	2010-RD-RD00-54550-IHCLVT-	855.00		
400569	10/13/2023	EFT	000761 Staples Inc	293.07			
			3548746854	1010-CD-CD00-54510-000000-	293.07		
400570	10/13/2023	EFT	003385 Triad Technologies, LLC.	118.66			
			61825329	2010-RD-RD00-53560-000000-	118.66		
400571	10/13/2023	EFT	003189 Outdoor Home Services Ho1	37.27			
			184200193	2050-CE-CE00-53530-000000-	37.27		
400572	10/13/2023	EFT	000573 Valley Asphalt Corporatio	215.65			
			118102	2010-RD-RD00-54550-IHPAVE-	215.65		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
400573	10/13/2023	EFT	003680 Wex Inc	10,118.64			
		INVOICE NO	ACCOUNT		AMOUNT		
		91740633	2100-FD-FD00-54710-000000-		5,059.32		
		91740633	2110-EM-EM00-54710-000000-		5,059.32		
400574	10/13/2023	EFT	001387 White Cap LP	83.88			
	10018841255		2010-RD-RD00-54550-IHCURB-		83.88		
400575	10/13/2023	EFT	003029 Winstel Controls Inc	24.76			
	1119963		2010-RD-RD00-53530-000000-		24.76		
		81 CHECKS	CASH ACCOUNT TOTAL	157,672.28	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
81 CHECKS	FINAL TOTAL	157,672.28	.00

** END OF REPORT - Generated by Felicia Krutka **

AGENDA ITEM COVER SHEET



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

Motion:
Frost Brown Todd LLC - \$45,483.10 - Legal Services through September 30, 2023 (various departments)

Background:
For legal services through September 30, 2023:
Administration 34,317.10
Roads 264.00
Police 8,871.00
Fire 1,866.00
UCB TIF 165.00
Total \$45,483.10

Finance	Budgeted Item:	Yes; Operational, TIF	
	CIP #:		
	TIF Info:	UCT TIF	
	Purchase Order:	Req #23001750	Total Encumbrance:

Invoice Date Invoice #	Invoice 10/12/23	Invoice 10/12/23							Total	Retainer	Total
Department											
Admin	40,317.10								40,317.10	6,000.00	34,317.10
Mulhauser Barn	0.00								0.00		0.00
Roads	264.00								264.00		264.00
Cemetery	0.00								0.00		0.00
PIE	0.00								0.00		0.00
Police	3,300.00	5,571.00							8,871.00		8,871.00
Fire	1,866.00								1,866.00		1,866.00
EMS	0.00								0.00		0.00
DS	0.00								0.00		0.00
CBD TIF	0.00								0.00		0.00
UCB TIF	165.00								165.00		165.00
747 TIF	0.00								0.00		0.00
	45,912.10	5,571.00	0.00	0.00	0.00	0.00	0.00	0.00	51,483.10	6,000.00	45,483.10

Accounting Reconciliation of Primary Invoice												
101	101	201	205	207	209	210	211	209 / 210	217	218	219	FUND #
AD	PK11	RD	CE	PIE	PD	FD	EMS	DS	CBD TIF	UCB TIF	747 TIF	TOTAL
20,788.37		264.00			3,300.00	891.00				165.00		25,408.37
1,353.00						84.00						1,437.00
15,145.10						891.00						16,036.10
3,030.63												3,030.63
												-
												-
												-
												-
												-
												-
40,317.10	0.00	264.00	0.00	0.00	3,300.00	1,866.00	0.00	0.00	0.00	165.00	0.00	45,912.10

**Frost
Brown Todd**
ATTORNEYS

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

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

Fed # 61-0722001
October 12, 2023
Bill # 210399177

Account # [REDACTED]

RE: [REDACTED] - [REDACTED]

For Professional Services Rendered Through September 30, 2023	6,066.00
TOTAL THIS BILL:	6,066.00
Less Credit Applied:	495.00
TOTAL AMOUNT DUE:	5,571.00

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

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

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



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

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

Fed # 61-0722001
October 12, 2023
Bill # 210398943
Account # [REDACTED]

For Professional Services Rendered Through September 30, 2023	40,443.00
Expenses Through September 30, 2023	5,469.10
TOTAL THIS BILL:	45,912.10
Less Prepayments	6,000.00
TOTAL THIS BILL:	39,912.10

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

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

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

**Monthly Matter Summary
For Services Rendered Through September 30, 2023**

Matter #	Matter Description	Fees	Disbursements	PrePay Amount	Total
[REDACTED] 9	[REDACTED]	264.00	0.00	0.00	264.00
[REDACTED] 9	[REDACTED]	20,361.00	427.37	0.00	20,788.37
[REDACTED] 8	[REDACTED]	1,353.00	0.00	0.00	1,353.00
[REDACTED] 0	[REDACTED]	10,296.00	5,014.10	6,000.00	9,310.10
[REDACTED] 8	[REDACTED]	3,003.00	27.63	0.00	3,030.63
[REDACTED] 2	[REDACTED]	891.00	0.00	0.00	891.00
[REDACTED]	[REDACTED]	84.00	0.00	0.00	84.00
[REDACTED]	[REDACTED]	3,300.00	0.00	0.00	3,300.00
[REDACTED] 6	[REDACTED]	891.00	0.00	0.00	891.00
Total		40,443.00	5,469.10	6,000.00	39,912.10

AGENDA ITEM COVER SHEET



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

Motion:
CDW Government, Inc. - \$19,921.39 - Replace township email spam filter (CIP# 1771)

Background:
<p>Email spam filters are a critical aspect of cyber security and assist in detection, blocking and quarantine of malicious and unwanted emails. These systems detect and evaluate every email in and out of the Township network for suspicious content including attachments. These systems also increase productivity by significantly reducing the amount of unwanted or unneeded emails received. The current spam filter is blocking/quarantining over 45,000 incoming suspicious/malicious emails per month.</p> <p>The current spam filter was purchased in 2018 and support is near end-of-life. Multiple products were reviewed by Information Technology. This request is a proven industry standard and adds features not currently available, including notification and configurable control to end users for their quarantined emails.</p> <p>This request is part of CIP# 1771 and under budgeted amount.</p> <p>Thank you for your consideration.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1771		
	TIF Info:			
	Purchase Order:		Total Encumbrance:	\$ 19,921.39



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

DAN ALMER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NPPB851	10/16/2023	NNLK379	10087260	\$19,921.39

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Proofpoint Targeted Attack Protection URL Defense & Attachment Defense, TAP Mfg. Part#: PP-B-POF-V-B-101 Electronic distribution - NO MEDIA Contract: MARKET	1	5794592	\$17,919.71	\$17,919.71
Proofpoint Platinum Support - technical support - 1 year Mfg. Part#: PP-SUP-PS-12 UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: MARKET	1	3854780	\$2,001.68	\$2,001.68
PFPT INFOSEC PS IMPLEMENT Mfg. Part#: PP-PST-IS-IMP Electronic distribution - NO MEDIA Contract: MARKET	1	5969444	\$0.00	\$0.00

SUBTOTAL	\$19,921.39
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$19,921.39

PURCHASER BILLING INFO	DELIVER TO
Billing Address: WEST CHESTER TOWNSHIP ACCOUNTS PAYABLE 9121 CINCINNATI DAYTON RD WEST CHESTER, OH 45069-3840 Phone: (513) 759-5900 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: WEST CHESTER TOWNSHIP 9121 CINCINNATI DAYTON RD WEST CHESTER, OH 45069-3840 Phone: (513) 759-5900 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	



Sales Contact Info

Ryan Marron | (877) 219-8208 | ryamarr@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AGENDA ITEM COVER SHEET

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

Motion:
CDW Government, Inc. - \$19,129.60 - Replace township email archive system (CIP# 1771)

Background:
<p>Email archive is critical to record retention compliance, historical data recovery and productivity/information access by end users. The existing email archive system was purchased in 2018. Although the current system has accurate captured email, the end user access has not been received well.</p> <p>If approved, this archive system will integrate directly in Microsoft Outlook for ease of access and provides an improved user interface. Multiple vendors were evaluated for this replacement with this product found to meet all Township needs and highly rated. This solution is \$41,000 less than existing system cost, less expensive than other options and well below budgeted amount.</p> <p>Thank you for your consideration.</p>

Finance	Budgeted Item:	N/A; CIP		
	CIP #:	1771		
	TIF Info:			
	Purchase Order:		Total Encumbrance:	\$ 19,129.60



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

DAN ALMER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NPPB881	10/16/2023	NNLK481	10087260	\$19,129.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Proofpoint Platinum Support - technical support - 1 year Mfg. Part#: PP-SUP-PS-12 UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: MARKET	1	3854780	\$0.00	\$0.00
Proofpoint Enterprise Archive for Microsoft Office 365 with Imported Data - Mfg. Part#: PP-B-O365D7-S-C-101 Electronic distribution - NO MEDIA Contract: MARKET	1	5832406	\$12,320.00	\$12,320.00
Proofpoint Professional Services - configuration - for Proofpoint Hosted Ar Mfg. Part#: PP-PST-EA-SAAS-101 Electronic distribution - NO MEDIA Contract: MARKET	1	6072935	\$1,209.60	\$1,209.60
PFPT ARCHIVE IMPORT Mfg. Part#: PP-PST-EA-IMP Electronic distribution - NO MEDIA Contract: MARKET	2	6081116	\$2,800.00	\$5,600.00

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$19,129.60
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$19,129.60

PURCHASER BILLING INFO	DELIVER TO
Billing Address: WEST CHESTER TOWNSHIP ACCOUNTS PAYABLE 9121 CINCINNATI DAYTON RD WEST CHESTER, OH 45069-3840 Phone: (513) 759-5900 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: WEST CHESTER TOWNSHIP 9121 CINCINNATI DAYTON RD WEST CHESTER, OH 45069-3840 Phone: (513) 759-5900 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ryan Marron | (877) 219-8208 | ryamarr@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
October 24, 2023	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Pinecrest Nursery - \$22,000.00 - Purchase and install landscaping for West Chester Trade Center

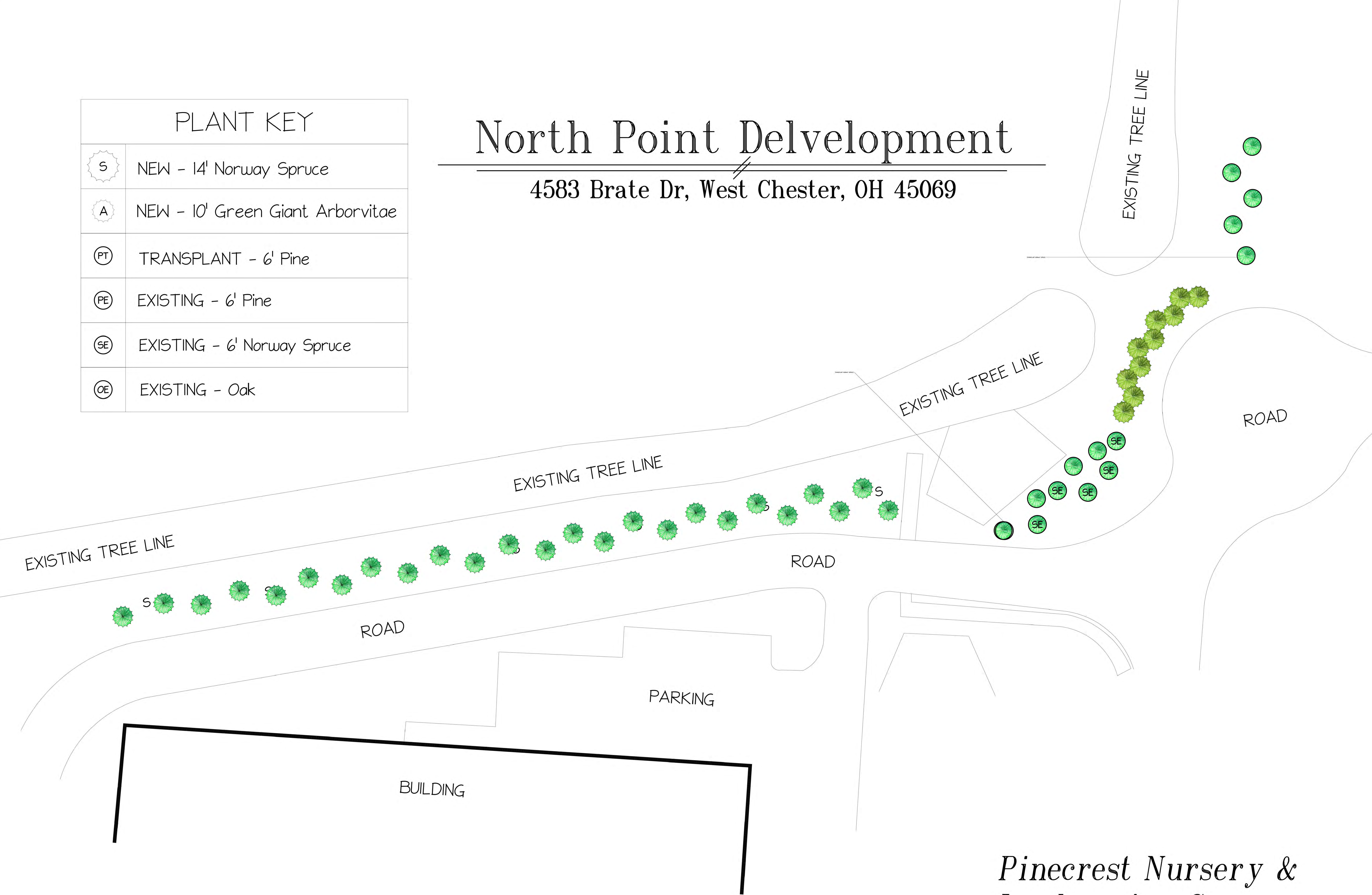
Background:
<p>In 2018, the West Chester Trade Center, developed by Northpoint, began construction of its various industrial buildings at the northwest corner of Union Centre Boulevard and SR 747. This complex has grown to include nine buildings on the north side of Union Centre, with two additional buildings under construction on the south side of Union Centre Blvd. These buildings are now home to some of West Chester’s most cutting-edge companies, including GE Additive Development Center, Expression Therapeutics, Fameccanica, Oats Overnight, and several other innovative companies.</p> <p>The West Chester Trade Center has been so successful that the size and scope of the project grew in scale as buildings were leased quickly. This has brought momentum and thousands of jobs to the 747 corridor.</p> <p>Although Northpoint Development is already in compliance with their current West Chester Trade Center landscape design, they have agreed to partner with the Township in purchasing larger trees to provide a more significant landscaping screen on the northwest border of the development. This is in response to and in a supported effort with The Villages of Providence Home Owners Association, which shares this northwest border with the Trade Center. A letter of support has been submitted by the Villages of Providence Home Owners Association for this project.</p> <p>The total amount for Pinecrest Nursery to transplant existing trees, plant 35 new trees, and to mulch is \$49,279. The Township would pay \$22,000, and Northpoint Development would pay \$27,279.</p>

Finance	Budgeted Item:	N/A; TIF		
	CIP #:			
	TIF Info:	NPOINT		
	Purchase Order:	23001788	Total Encumbrance:	\$ 22,000.00

PLANT KEY	
(S)	NEW - 14' Norway Spruce
(A)	NEW - 10' Green Giant Arborvitae
(PT)	TRANSPLANT - 6' Pine
(PE)	EXISTING - 6' Pine
(SE)	EXISTING - 6' Norway Spruce
(OE)	EXISTING - Oak

North Point Delvelopment

4583 Brate Dr, West Chester, OH 45069



*Pinecrest Nursery &
Landscaping Company*

9883 Cincinnati Columbus Rd, Cincinnati, OH 45241
 Drawn by Tony Fede 06/01/23

Pinecrest Nursery and Garden Center

9883 Cincinnati-Columbus Road
Cincinnati, OH 45241
(513) 777-3184

REVISED

Date	Estimate #
10/18/2023	M9545

Name / Address
Attention: Alex Gerschutz North Point Development 4583 Brate Drive West Chester, OH 45011 (513) 309-6471

Terms	all cc pymts. - 3% svc. charge added
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Description	Qty	Cost	Total
Green Giant Arborvitae - 10'	10	429.99	4,299.90T
Norway Spruce - 14'	25	949.99	23,749.75T
Planting Labor & Equipment		16,829.79	16,829.79T
Yards of Black Mulch Installed	10	90.00	900.00T
Transplant Pine Trees	10	250.00	2,500.00T
Tree Removal		1,000.00	1,000.00T
West Chester Township is responsible for this portion		-22,000.00	-22,000.00

We look forward to working with you.	Subtotal	\$27,279.44
	Sales Tax (0.0%)	\$0.00
	Total	\$27,279.44

Phone #	Fax #	E-mail
513-777-3184		pinecrestnursery@fuse.net



Homeowners Association Board
8216 Princeton Glendale Road #206
West Chester, Ohio 45069

<https://villagesofprovidence.org>
villagesofprovidence@gmail.com

TOM RACIC
President

CHRISTINA CARPENTER
Vice-President

DAN SCHLOSSER
Treasurer

STEPHANI FINELLI
Secretary

EMILY DAVIS
Trustee

Sudip Ghosh
Architectural Review Chair

Dear Members of the West Chester Township Board of Trustees,

I hope this letter finds you in good health and high spirits. My name is Tom Racic, and I am writing to you as the President of the Villages of Providence, representing the residents of our community in West Chester Township.

We are grateful for the continued dedication of the Board of Trustees to making West Chester Township a welcoming and vibrant place to live. Our community has thrived under your guidance, and we look forward to continuing our collaborative efforts to enhance the quality of life for our residents.

I am writing to request your support and assistance with an important initiative that we believe will significantly improve the living conditions for our community members. Over the past few years, our neighborhood has been impacted by new nearby warehouses that emit both light and sound pollution. These disturbances have had a negative impact on the tranquility and aesthetic appeal of our neighborhood, and the day-to-day lives of many nearby residents.

We believe that planting trees along the border of our community and the adjacent warehouses can be an effective solution to help mitigate these issues. Trees can act as natural barriers, blocking both the light and sound that emanate from the warehouses. This not only helps to alleviate the issues at hand, but also contributes to the overall beautification of our community.

We firmly believe that with your support and collaboration, we can turn this vision into a reality and significantly improve the quality of life for our residents. We have been in contact with NorthPoint Development and have been encouraged to hear news of their potential partnership with the township to address this matter, and our association would be happy to help or advise in any way possible.

Thank you for considering our request. We look forward to your positive response and the opportunity to work together in keeping West Chester Township a great place to call home.

Sincerely,

Tom Racic

President, Homeowners Association Board

Villages of Providence

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
October 24, 2023	Personnel Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Hire Eli Jackson to the position of Police Officer effective October 30, 2023 at the bi-weekly rate of \$2,713.97

Background:
<p>The West Chester Police Department would like to request the Trustees’ approval to hire Eli Jackson as a full-time police officer. The hiring of Eli Jackson will fill one police officer vacancy.</p> <p>Eli Jackson has worked for the Hamilton County Sheriff’s Office as a Corrections Officer for the last 4 ½ years. He attended the Great Oakes Police Academy and received his Ohio Peace Officer Certification in July of 2023.</p> <p>Eli Jackson’s effective date of hire will be October 30, 2023, at the bi-weekly rate of \$2,713.97 with a one-year probationary period.</p> <p>Thank you for your consideration.</p>

Finance	Budgeted Item:	N/A;		
	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

October 5th, 2023

Eli Jackson

Dear Eli,

I am pleased to make a final offer of employment for the position of Police Officer for West Chester Township. Although your official appointment will be October 24th, 2023 at a regular West Chester Board of Trustees' meeting with an effective hire date October 30th, 2023. The commitment to you regarding compensation, benefits, and related provisions is outlined herein.

General

Position:	Police Officer
Employer:	West Chester Township
Effective Hire Date:	October 30 th , 2023
Probationary Period:	Three hundred sixty-five (365) calendar days from the first day that Employee reports to work as a certified peace officer.

Compensation

Base Salary:	\$70,563.23 (Step 1) Annually
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Benefits/Other Provisions

Medical/Dental/Vision:	Employee may elect to receive medical benefits unless benefits can be or are currently obtained elsewhere. If eligible, plan options are currently offered with employee premium share currently at 15% or 17% for medical. The plan options and employee premium share are subject to Employer discretion.
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Insurance Waiver:	Employee may elect to receive a \$2,000 annual stipend in lieu of Employer-offered medical coverage.
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Voluntary Insurance(s)	Available at Employee cost; coverage may be elected even if medical insurance is denied.
------------------------	--

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

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

AGENDA ITEM COVER SHEET



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

Motion:
Hire Jeff Smith to the position of Laborer Operator effective October 23, 2023 at the hourly rate of \$19.94

Background:
<p>Community Services requests Trustee approval to hire Jeff Smith as a full-time Laborer Operator. The hiring of Jeff Smith will fill one Laborer Operator vacancy.</p> <p>Jeff Smith's effective date of hire will be October 23, 2023, at the non-exempt hourly rate of \$19.94 per the collective bargaining agreement (CBA) with a one-year probationary period.</p>

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



**WEST CHESTER TOWNSHIP
ADMINISTRATION**

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

T | 513-777-5900

F | 513-779-9369

westchesteroh.org

September 20, 2023

Jeffrey Smith

Dear Jeff,

I am pleased make a final offer of employment for the position of Laborer Operator for West Chester Township. Although your official appointment will be October 24th, 2023 at a regular West Chester Board of Trustees' meeting, your effective hire date will be October 23rd, 2023. The commitment to you regarding compensation, benefits, and related provisions is outlined herein. Additionally, there is a requirement to obtain your Class A CDL by your 6-month anniversary.

General

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

Compensation

Base Salary:	\$19.94 Per Hour
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Benefits/Other Provisions

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

Insurance Waiver:	Employee may elect to receive a \$2,000 annual stipend in lieu of Employer-offered medical coverage. Amount is subject to change at Employer's discretion.
-------------------	--

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

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

Leave:	Vacation As granted to all full-time contract Employees**
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Holidays Eleven (11) established holidays
Personal Twenty-four (24) hours annually; you will receive twenty-four hours on your hire date for you to use during your probationary period **
Sick Ten (10) hours accrued monthly

**after completion of probationary period

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

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

Disability: As provided under Public Employee Retirement System.

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

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

If you have any questions or need clarification on any item regarding the compensation package, please contact Danielle Klekamp at (513)759-7217 or dklekamp@westchesteroh.org.

Sincerely,



Larry Burks

Township Administrator

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
October 24, 2023	Business Item
Submitted By:	
Kenneth Keim, Director of Finance	

Motion:
Motion to approve Resolution 40-2023 amending the Township 2023 Permanent Appropriations

Background:
<p>Amendments to permanent appropriations are proposed and presented periodically throughout the year for the Board’s approval and this is because revenues are forecasted and expenditures are estimated months in advance for most steps in the budgetary cycle; therefore, adjustments are necessary. The adjustments ensure the Township’s budget projections for revenues and estimates for expenditures accurately reflect what occurs throughout the year.</p> <p>Preceding resolutions throughout the 2023 budget cycle were presented and approved: Resolution 21-2022, establishing the 2023 tax budget; Resolution 42-2022, approving the 2023 temporary appropriations; Resolution 14-2023, approving the 2023 permanent appropriations. Additionally, a public work session for the 2023 Operational Budget for the primary funds for Township services was conducted on February 14, 2023.</p> <p>The subject resolution amends the appropriations in various funds to account for necessary adjustments effectuated by conditions and circumstances difficult to anticipate so far in advance. Although each fund is unique, the proposed amended appropriations reflect circumstances actualized throughout the multiple steps of the 2022 budget cycle and are summarized below:</p> <p>Fund 101 – General Fund – to accommodate an increase in cost of general streetlights.</p> <p>Fund 209 – Police Levy Fund – to accommodate First Responder Retention grant from State of Ohio.</p> <p>Fund 210 – Fire Levy Fund - to accommodate First Responder Retention grant from State of Ohio.</p> <p>Fund 211 – EMS Fund - to accommodate First Responder Retention grant from State of Ohio.</p> <p>Fund 216 – Tylersville TIF Fund – To enable obligations to school district per TIF agreement</p> <p>Fund 221 – Enforcement and Education Fund – Receipts are slightly less than original estimates and thus we are required to reduce.</p> <p>Fund 507 – Lighting District Assessments Fund - Receipts are slightly less than original estimates and thus we are required to reduce.</p>

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

RESOLUTION NO. 40-2023

**Statutory Resolution Amending the Township 2023
Permanent Appropriations**

WHEREAS, West Chester Township has received the final property tax settlement for 2023 budget year; and,

WHEREAS, the Board of Trustees finds it necessary to amend the Township 2023 Appropriations; and,

WHEREAS, the Butler County Budget Commission must allow the Township Fiscal Officer to appropriate the necessary amounts for all Township funds; and,

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

SECTION 1. Authorize the Township Fiscal Officer to amend the 2023 Appropriations as illustrated.

PROPOSED

Fund #	Fund Name	Department	Resolution 14-2023 2023 Appropriations			Net Change			Amended Resolution 40-2023		
			Salaries and Benefits	Other	Total	Salaries and Benefits	Other	Total	Salaries and Benefits	Other	Total
101	General		-	-	-						
		Admin	2,034,979	3,330,269	5,365,248			-	2,034,979.00	3,330,269.00	5,365,248.00
		Comm. Dev	867,472	309,882	1,177,354			-	867,472.00	309,882.00	1,177,354.00
		Parks	375,554	520,690	896,244			-	375,554.00	520,690.00	896,244.00
		Services	704,952	79,600	784,552			-	704,952.00	79,600.00	784,552.00
		Other	-	21,500	21,500			10,000.00	-	31,500.00	31,500.00
	Total		3,982,957.00	4,261,941.00	8,244,898.00	-	10,000.00	10,000.00	3,982,957.00	4,271,941.00	8,254,898.00
201	Township Motor Vehicle Tax			642,816	642,816			-	-	642,816.00	642,816.00
202	Motor Vehicle License Tax			141,000	141,000			-	-	141,000.00	141,000.00
203	Gasoline Tax			1,107,100	1,107,100			-	-	1,107,100.00	1,107,100.00
204	Road & Bridge		1,957,271	2,075,000	4,032,271			-	1,957,271.00	2,075,000.00	4,032,271.00
205	Cemetery		296,239	74,450	370,689			-	296,239.00	74,450.00	370,689.00
207	Multi-Media & Marketing		533,210	756,856	1,290,066			-	533,210.00	756,856.00	1,290,066.00
209	Police Levy		15,955,628	2,952,723	18,908,351	356,000.00		356,000.00	16,311,628.00	2,952,723.00	19,264,351.00
210	Fire Levy		15,342,145	2,731,103	18,073,248	304,000.00		304,000.00	15,646,145.00	2,731,103.00	18,377,248.00
211	EMS		985,272	799,743	1,785,015	108,000.00		108,000.00	1,093,272.00	799,743.00	1,893,015.00
212	Capstone Blvd TIF Service				-			-	-	-	-
213	Cinti-Columbus TIF Service Payments			234,749	234,749			-	-	234,749.00	234,749.00
214	Tylers Place TIF Service Payments			511,274	511,274			-	-	511,274.00	511,274.00
215	Cin-Day TIF Service Payments			1,908,226	1,908,226			-	-	1,908,226.00	1,908,226.00
216	Tylersville TIF Service Payments			92,276	92,276		24,124.93	24,124.93	-	116,400.93	116,400.93
217	CBD TIF Service Payments			9,703,849	9,703,849			-	-	9,703,849.00	9,703,849.00
218	UCB TIF Service Payments			47,569,412	47,569,412			-	-	47,569,412.00	47,569,412.00
219	747 TIF Service Payments			28,206,626	28,206,626			-	-	28,206,626.00	28,206,626.00
221	Enforcement & Education			31,530	31,530		(1,230.00)	(1,230.00)	-	30,300.00	30,300.00
224	West Chester Connections			177,011	177,011			-	-	177,011.00	177,011.00
225	Police Assistance Fund			60,895	60,895			-	-	60,895.00	60,895.00
226	Sustainable Infrastructure			11,952,003	11,952,003			-	-	11,952,003.00	11,952,003.00
262	Drug Law Enforcement			414,557	414,557			-	-	414,557.00	414,557.00
270	Asset Forfeiture			627,975	627,975			-	-	627,975.00	627,975.00
274	OneOhio Opioid Settlement			53,242	53,242.00			-	-	53,242.00	53,242.00
275	Coronavirus Relief Fund			4,973,956	4,973,956.00			-	-	4,973,956.00	4,973,956.00
317	CBD TIF Debt Service			-	-			-	-	-	-
318	UCB TIF Debt Service			1,804,943	1,804,943.00			-	-	1,804,943.00	1,804,943.00
319	747 TIF Debt Service			219,844	219,844.00			-	-	219,844.00	219,844.00
333	Capstone Debt Service			228,800	228,800.00			-	-	228,800.00	228,800.00
507	Lighting District Assessments			849,806	849,806.00		(5,385.93)	(5,385.93)	-	844,420.07	844,420.07
508	UCB Landscape District		152,286	520,535	672,821.00			-	152,286.00	520,535.00	672,821.00
606	Cemetery Bequest			16,683	16,683.00			-	-	16,683.00	16,683.00
	Total		39,205,008.00	125,700,924.00	164,905,932.00	768,000.00	27,509.00	795,509.00	39,973,008.00	125,728,433.00	165,701,441.00

Adopted this 24th day of
October, 2023.

Ann Becker, Chairman

Lee Wong, Vice Chair

Mark S. Welch, Trustee

ATTEST:

Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:

Donald L. Crain, Law Director

PROPOSED

AGENDA ITEM COVER SHEET



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

Motion:
Motion to authorize Township Administrator to enter into energy supply service agreement for West Chester Township facilities, not to exceed 6.3¢/kWh for a term not to exceed 24 months, commencing on the December 2023 meter read date; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

Background:
After going out to bid, Energy Alliances suggests the Township move forward with Energy Harbor on a separate agreement for the Township facilities.
Attached are the Draft Customer Supplier Agreement (the base agreement) and the Fixed Cap (OH, Duke), where the price and the term are set. A final agreement should be available on Wednesday, November 1, 2023.

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

Energy Harbor LLC

Customer Supply Agreement

This Customer Supply Agreement (“Agreement”) is between **Energy Harbor LLC**, a Delaware Limited Liability Company with its principal offices located in Akron, Ohio (“Supplier”), and **Customer Name**, a _____ with its principal office located in _____ (“Customer”) made effective this ____ day of _____, 20__ (“Effective Date”). Supplier and Customer are sometimes referred to individually as “Party” or collectively as “Parties.”

This Agreement sets forth the terms under which Supplier shall provide and Customer shall pay for competitive energy supply (“Electricity Supply”). In addition to the terms and conditions set forth below, additional pricing and other product information is set forth in completed pricing attachment(s), reflecting Customer’s Electric Utility account number(s) (“Account Number(s)”) at its respective service address(es) for specified time period(s) (“Pricing Attachment(s)”). Pricing Attachment(s) shall be executed by the Parties from time to time, all of which are incorporated herein by reference. Customer hereby authorizes Supplier to become Customer’s Electricity Supplier for the Term of this Agreement.

Now therefore, for good and sufficient consideration the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Term of Agreement:

1. This Agreement shall commence on the Effective Date and shall remain in effect until the meter reading date for the latest “End Month” as set forth in any executed Pricing Attachment(s) (“Term”), unless terminated earlier by either Party as expressly permitted by this Agreement. Electricity Supply from Supplier to Customer under this Agreement shall commence on the date the local electric distribution utility (“Electric Utility”) switches Customer to Supplier for Electricity Supply. The earliest date that Customer could be switched is upon its meter read date for the month listed on the Pricing Attachment as the “First Commencement Month,” which may be on a date prior to the first day of the First Commencement Month, based on the Electric Utility’s meter read schedule.
2. During the Term, if Customer intends to voluntarily terminate service with its Electric Utility thereby resulting in termination of one or more of its Account Number(s) listed on the Pricing Attachment, Customer shall provide Supplier with at least ninety (90) days’ advance written notice of such termination. As long as such advance written notice has been given within the time prescribed herein, such termination of said Account Number(s) will not constitute a Default (as defined in Section 24); provided however, this paragraph (i) does not provide for a termination for convenience, (ii) does not apply in the event Customer becomes Bankrupt (as defined in Section 24), and (iii) does not apply to disconnections by the Electric Utility for nonpayment, fraud, or similar reasons. For the avoidance of doubt, nothing in this paragraph shall supersede, impair, modify, or otherwise conflict with Supplier’s right to declare a Default under this Agreement in the event Customer becomes Bankrupt.
3. If Supplier and Customer wish to add one or more Account Number(s) to the Pricing Attachment(s) or enter into a new Pricing Attachment for an existing Account Number, Supplier and Customer must execute a mutually agreeable amendment to this Agreement, which may include changes to price, terms, and conditions, and which may be in the form of a new Pricing Attachment.
4. Expiration or termination of this Agreement for any reason shall not relieve either Party of any obligation that arose prior to such expiration or termination, or performance of any obligation under this Agreement that by its terms survives such expiration or termination.
5. The Parties agree that the Electric Utility determines when Customer will be switched to Supplier for its Electricity Supply, and that such switch will occur in accordance with the Electric Utility’s rules and practices regarding the switching of customers to suppliers, that the Electric Utility may charge switching fees to Customer, and that Supplier has no liability related to the date upon which the Electric Utility determines to switch Customer. The First Commencement Month set forth on the Pricing Attachment(s) is

only an estimate of the expected month when Customer may be switched by the Electric Utility, on its regularly scheduled meter read date, to Supplier for Electricity Supply. Supplier reserves the right to reprice the Electricity Supply with respect to the Account Number(s) for which Customer's switch to Supplier did not occur during the First Commencement Month. If Supplier elects to reprice, Supplier will notify Customer in writing of the new price. Customer must accept or reject such new price within ten (10) days' notice from Supplier. If Customer rejects, the Agreement with respect to the affected Account Number(s) is terminated without cost or penalty to either Party. If Customer accepts or does not respond within the ten (10) day period, the Agreement with respect to the affected Account Number(s) shall remain in full force and effect utilizing the new price.

Supplier Electricity Supply Obligations:

6. Supplier shall provide for the delivery of Electricity Supply to the Delivery Point, as defined below, and shall be responsible for the transmission and other costs or charges, as described below, imposed on or associated with the delivery of the electricity to the Delivery Point. The delivery point is defined as the electric system interconnection of Customer's Electric Utility where the Electric Utility takes possession of the electricity from Supplier for delivery to Customer ("Delivery Point"). Supplier agrees to provide those components of Electricity Supply necessary to satisfy the requirements of Customer's Electric Utility and/or Independent System Operator ("ISO") / Regional Transmission Organization ("RTO") or other service provider according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier in place on the Effective Date ("Full Requirements Service"). These components may include electric energy, ancillary services, capacity, network transmission, losses, scheduling, unaccounted for energy, ISO/RTO/Electric Utility administration fees, and green power requirements. Changes to such existing requirements, and charges related thereto, are addressed in and subject to Section 31, below.

Customer Obligations:

7. Customer agrees to purchase Full Requirements Service for all Account Numbers listed on the Pricing Attachment(s) at the price listed thereon for the Term in accordance with the terms and conditions of this Agreement. Subsequent to the effective date of the applicable Pricing Attachment, should Customer i) install and operate cogeneration, ii) self-generate, or iii) obtain generation from another entity, any of which materially changes Customer's electric load characteristics as compared to its historical load characteristics, Customer shall immediately notify Supplier in writing of such load change and Supplier, at its option, may adjust Customer's Electric Supply pricing and billing accordingly. If Customer declines to accept the Electric Supply pricing and/or billing adjustment(s) pursuant to this paragraph, Supplier may declare Customer in Default under Section 24 and pursue its remedies under Section 26.

8. Customer is responsible for all costs and expenses of its electricity usage not covered in Section 6 above, including without limitation, any applicable competitive transition charges or similar charges imposed by Customer's Electric Utility and/or RTO/ISO.

9. Customer is responsible for providing Supplier with accurate information, including but not limited to, Customer's account/customer number, data about meter reading, type of meter, service or rate classification, and electric usage prior to pricing the Electricity Supply.

10. Customer is responsible for arranging its supply of electricity upon termination of this Agreement. Upon termination of this Agreement, if Customer has not selected another supplier, Customer will be returned to the Electric Utility's default service.

Metering:

11. Metering of Customer's electricity usage shall be performed by the Electric Utility through Electric Utility meters. Billing for Electricity Supply, whether billed by Supplier ("Dual Billing") or the Electric Utility ("Consolidated Billing"), will be based on Electric Utility's actual or estimated meter readings (including any Electric Utility adjustments thereto) performed by the Electric Utility in accordance with the Electric Utility retail electric service tariff. Customer hereby consents to Supplier's access to any and all Customer information for purposes of fulfilling its obligations under this Agreement, including, without limitation, metered data, passwords, billing and/or other information necessary for scheduling, forecasting and serving Customer's electrical load and usage.

12. If the Electric Utility requires Customer to install additional metering and/or related equipment at any service address, Customer will be solely responsible for all charges and arrangements required by the Electric Utility.

13. Supplier, at its expense, shall have the right to install and remove special metering at any service address(es) with at least thirty (30) days' notice to Customer at a mutually agreeable time and location; provided, however, that if, at the time a Pricing Attachment is executed, Supplier is aware that special metering equipment may be needed, Supplier shall provide written notice to the impacted Customer and shall provide a full explanation as to the need for such special metering, including the installation process.

Such metering shall remain the property of Supplier. Supplier, upon termination of this Agreement, will restore the metering site to its pre-existing condition. Any installation work on Customer's facility or facilities shall be planned and scheduled with the impacted Customer's review and approval, which shall not be unreasonably withheld or delayed. Supplier shall take commercially reasonable steps to minimize any disruption to Customer's operations or any outage during the installation process.

Billing and Payment:

14. The Parties agree that this Agreement is not enforceable without a completed Customer Pricing Attachment(s).
15. Supplier shall bill or cause Customer to be billed for Electricity Supply in accordance with the terms and conditions of this Agreement. Supplier may correct bills due to errors made in the meter reading information or billing process.
16. Under Consolidated Billing, Customer shall be billed and agrees to pay for Electricity Supply in accordance with the Electric Utility's tariff, which includes, without limitation, when payment is due and late payment charges.
17. Under Dual Billing, Supplier will separately bill Customer for Electricity Supply after receiving monthly billing determinants from the Electric Utility, subject to any Electric Utility estimates or corrected readings. Invoices are due and payable upon receipt. The final date for payment of the net amount as shown on the invoice is fifteen (15) days from the invoice date ("Due Date"). Payments not received by Supplier by the Due Date shall be subject to a late payment charge of 1.5% per month or the maximum amount permitted by law, whichever is less, on the unpaid amount. If requested by Supplier and if Customer is reasonably able, Customer shall utilize Supplier's electronic invoice presentment and payment program to receive invoices and submit payment. Customer has the right to request from Supplier, twice within a twelve-month period, up to twenty-four months of Customer's payment history without charge.
18. In the event any portion of any invoice is in dispute, Customer shall pay the undisputed amount and the Parties in good faith shall attempt to resolve the dispute. If the dispute is not resolved, each Party may pursue any and all remedies available to it. Upon resolution and determination of the correct invoice amount, the proper adjustment shall either be applied to a subsequent invoice or separately paid/refunded within ten (10) days of the resolution.
19. Under Dual Billing, Supplier shall have the right to estimate usage for purposes of billing provided that a reconciliation between actual and estimated usage occurs within sixty (60) days of the receipt by Supplier of actual billing determinants.
20. Supplier reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment.
21. Intentionally omitted.

Creditworthiness:

22. Supplier may request that Customer provide financial information sufficient for Supplier to complete a credit review prior to providing the services hereunder. If, at any time during the Term of this Agreement, Supplier has reasonable concerns about the creditworthiness of Customer or its ability to perform under this Agreement, Supplier will provide Customer with written notice of its reasonable concern. Supplier may require that Customer provide reasonable performance assurance(s), in an amount determined by and in a form acceptable to Supplier, acting in a commercially reasonable manner, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty (any person or entity guaranteeing Customer's obligations and performance hereunder being referred to as a "Guarantor"). If such performance assurance(s) is not provided within five (5) business days of being requested by Supplier, then such failure shall be deemed a Default under this Agreement and Supplier may terminate this Agreement without any additional notice.
23. If a deposit or escrow account has been provided, then Supplier shall have the right to apply the deposit amount to an arrearage amount due and owing by Customer for Electricity Supply under this Agreement and all other purposes permitted by law or agreement of the Parties.

Default and Remedies:

24. A Party shall be in "Default" upon:

24a Such Party failing to perform any material term or condition of this Agreement, provided that such failure is not cured within fifteen (15) business days of written notice by the other Party or the minimum period required by law, if longer.

24b Failure of Customer to pay any amounts for Electricity Supply when due, provided that such failure is not cured within five (5) business days of written notice by Supplier or the minimum period required by law, if longer.

24c Failure of Supplier to provide Electricity Supply to Customer in accordance with the rules of the applicable public utility regulatory commission, as such failure is determined by that agency.

24d Either Party or its Guarantor(s) becomes Bankrupt (however evidenced) during the Term. As used herein, "Bankrupt" shall mean if either Party or its Guarantor(s): (a) makes an assignment or any general arrangement for the benefit of its creditors; (b) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (c) makes a general assignment for the benefit of its creditors; (d) commences a voluntary case under the United States Bankruptcy Code; (e) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts; (f) takes any corporate action for the purpose of effecting (a)-(e); or (g) a proceeding or case shall be commenced against either Party or its Guarantor(s), without its application or consent, in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of all or any substantial part of its assets, or similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment or decree approving or ordering any of the foregoing is entered and continues un-stayed and in effect for a period of thirty (30) or more days, or (iii) an order for relief against a Party or its Guarantor(s) in an involuntary case under the United States Bankruptcy Code. The term "United States Bankruptcy Code" as used herein shall mean Title 11 of the United States Code.

24e Such Party's Guarantor fails to make any payment required or fails to perform any other material covenant or obligation in accordance with any guaranty made or provided in connection with this Agreement and such failure is not remedied within three (3) business days after written notice.

24f Such Party's Guarantor repudiates, disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of any guaranty.

25. In the event of Default by one Party, the other Party may, in its sole discretion, terminate this Agreement upon written notice to the defaulting Party as soon as such termination is permitted consistent with state and Electric Utility rules, orders, and tariffs.

26. In the event of Default by Customer and termination of this Agreement by Supplier as to any Account Number(s), Customer shall pay Supplier any outstanding accounts payable, costs (including, without limitation, administrative expenses, pre-paid brokerage/agent fees, hedging costs, commissions, and other similar third party transaction costs, if applicable), plus the positive difference, if any, of the Contract Value less the Market Value. "Contract Value" shall mean the product of (a) the Pricing identified in the terminated Pricing Attachment(s), which is comprised of the market price of the Electricity Supply, plus a reasonable margin, as of the Effective Date, and (b) the Electricity Supply that would have been provided to Customer during the remaining Term of the Agreement had the Agreement not been terminated, as reasonably determined by Supplier at the time of termination using standard industry practices. "Market Value" shall mean the product of (a) the market price of the Electricity Supply as of the date of termination, which shall be determined by Supplier in a commercially reasonable manner, under terms substantially similar to the Pricing identified in the terminated Pricing Attachment(s), and (b) the Electricity Supply that would have been provided to Customer during the remaining Term of the Agreement had the Agreement not been terminated, as reasonably determined by Supplier at the time of termination using standard industry practices.

27. In the event of Default by Supplier that requires Customer to purchase replacement electricity from another supplier or the Electric Utility, Customer's sole and exclusive remedy shall be direct damages in the amount of the positive difference, if any, between the purchase price (\$/kWh) paid by Customer for replacement electricity (assuming that Customer has used commercially reasonable efforts to replace the electricity) and the price (\$/kWh) as set forth on the applicable Pricing Attachment, multiplied by the amount of Customer's electricity usage (kWh) for the months of the prior year that correspond to the months remaining in the Term for that Account Number, or if such prior usage information is unavailable, a mutually agreeable estimate of Customer's expected usage for

the remainder of the Term. Notwithstanding Default by Supplier, Customer shall pay Supplier any outstanding accounts payable owed for Customer's Electricity Supply delivered prior to Supplier's Default, and Supplier may set off any such amounts owed to Customer by applying the outstanding accounts payable to the direct damages due, if any, hereunder.

28. Intentionally omitted.

Force Majeure:

29. No Party shall be considered to be in Default in the performance of any of the obligations hereunder if failure of performance shall be due to Force Majeure. "Force Majeure" shall mean any cause, event, or circumstance beyond reasonable control of the Party affected, despite exercising due diligence. Force Majeure shall include, but not be limited to the failure of transmission or distribution facilities, actions or the failure to act of regulatory agencies and RTOs/ISOs, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, riot, civil disturbance, labor dispute, sabotage, restraint by court order or public authority, or inability to obtain necessary approvals, licenses or permits. Nothing herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

30. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure, such Party shall promptly provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

Effect of Regulatory Action:

31. In the event that any change in any statute, rule, regulation, order, law, tariff, or operating procedure promulgated or established by any court, governmental authority, utility, ISO, RTO, or other service provider, alters to the detriment of Supplier its costs to perform under this Agreement, Supplier may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, Supplier shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective. Customer shall pay the pass-through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

32. Intentionally omitted.

Confidentiality:

33. Subject to the Ohio Public Records Act, nothing in this Agreement shall alter or amend any non-disclosure agreement ("NDA") or confidentiality agreement that is or has been separately executed by the Parties. Except as provided for herein, neither Party shall disclose the terms or conditions of this Agreement or any other confidential business information of the other Party to any third party (other than the Party's employees, affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or ISO/RTO rule or in connection with any court or regulatory proceeding. However, each Party shall, to the extent practicable, provide thirty (30) days' notice to the other Party of the request/order and use reasonable efforts to prevent or limit the disclosure. The foregoing provisions shall not operate to prevent enforcement of the Agreement by the Parties.

Assignment:

34. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder): (i) transfer or assign this Agreement to an affiliate of such Party with equal or better creditworthiness or credit rating compared to the assigning Party, (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party, provided that the person or entity succeeding to such assets has equal or better creditworthiness or credit rating compared to the assigning Party, or (iii) transfer or assign this Agreement to any person or entity to which assigning Party sells, incurs or pledges receivables. In each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and shall provide written notice of the assignment to the other Party no later than forty-five (45) days prior to the effective date of such assignment, provided however, that if the written notice of such assignment is not provided within the time period prescribed herein, Supplier may, but shall not be obligated to, declare a Default and pursue its remedies under Section 26.

Entire Agreement and Amendments:

35. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, and representations regarding the subject matter hereof. No agent, representative, employee, or officer of either Party has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modifications or additions to this Agreement shall be in writing and signed by both Parties.

Miscellaneous:

36. Should any term of this Agreement be rendered unlawful by a court of competent jurisdiction, regulatory commission or agency, or any legislative act, the Parties shall give effect to the balance of the Agreement to the extent commercially possible.

37. Each Party shall comply with all applicable federal, state, and local laws applicable to the fulfillment of its obligations under this Agreement and Supplier shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligations under this Agreement.

38. In addition to the energy charges identified in the Pricing Attachment(s), Customer agrees to compensate Supplier for all ISO/RTO issued charges Supplier incurs as a result of Customer's participation in any ISO/RTO sponsored load curtailment program.

39. Customer agrees to opt-out of any applicable governmental aggregation program, and authorizes, but does not obligate, Supplier to exercise Customer's opt-out right.

40. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of Ohio, without regard to principles of conflicts of law.

41. The Parties expressly agree that the Pricing Attachment(s) shall be incorporated into this Agreement to exist alongside and to supplement the Agreement. Capitalized terms not defined in this Agreement shall have the meanings set forth in the Pricing Attachment(s). In the event of a conflict between the terms of this Agreement and any applicable Pricing Attachment, the terms of the Pricing Attachment shall prevail.

Supplier Representations and Warranties:

42. Supplier is a Limited Liability Company duly organized and validly existing under the laws of the State of Delaware and duly registered and authorized to do business and in good standing in the states in which it is certified/licensed to provide Electricity Supply in accordance with the applicable rules and regulations of those states.

43. Supplier has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder and in satisfaction of all applicable Federal Energy Regulatory Commission requirements, which shall be maintained throughout the Term of this Agreement.

44. Supplier warrants title and the right to all Electricity Supply sold hereunder. Title to Electricity Supply provided to Customer by Supplier under this Agreement shall pass at the Delivery Point. THE WARRANTIES EXPLICITLY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Customer Representations and Warranties:

45. Customer is a duly organized business, governmental entity, or non-profit organization under the laws of one of the States of the United States of America and is authorized to do business and is in good standing in the State in which the Electricity Supply is delivered.

46. Customer has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

47. There are no actions at law, suits in equity, proceedings or claims pending or, to Customer’s knowledge, threatened against it that might materially hinder Customer’s performance of its obligations hereunder.

Liability and Indemnification:

48. Intentionally omitted.

49. Except as otherwise expressly provided herein, neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.

50. Supplier assumes no responsibility and has no liability for the operation, maintenance, or performance, or lack thereof, of any transmission or distribution systems used to supply Customer, or interruptions in or deterioration or termination of Customer’s electric service, both before and after the Delivery Point. Customer should contact its Electric Utility in the event of an emergency or outage.

Notices:

51. All notices required hereunder, with the exception of any notice required on the Pricing Attachment(s), shall be in writing and shall be delivered via (i) email, (ii) in person, (iii) certified mail, return receipt requested, or (iv) reputable overnight carrier. All notices provided hereunder shall be sent to the email address or mailing address as listed on the attached Contact Information Form (“Form”), which is attached hereto and incorporated herein, under “All Formal Notices”. Emergency contact information shall also be included on such Form. With the exception of notices delivered via email, all notices hereunder shall be effective and deemed delivered when received. Notice delivered via email shall be effective and deemed delivered no later than the following business day if sent to the designated email address listed in the Form under “All Formal Notices”.

Information Disclosure:

52. Customer agrees and hereby expressly consents to the disclosure of its proprietary Customer information from the Electric Utility to Supplier, such information to include, without limitation, Customer Account Number(s), electrical load and usage history, meter reading data, rate classification, address, and telephone number. This Customer consent to release of information shall remain in effect for the duration of this Agreement.

Counterparts:

53. This Agreement may be executed in separate counterparts by the Parties, including facsimile counterparts or counterparts signed by electronic signature, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. An electronically stored copy of this Agreement shall be deemed for all legal purposes to be as valid and authentic as an original and signed paper original. Neither Party shall contest the admissibility of such imaged documents in any proceeding.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done commencing on the Effective Date as set forth above.

Energy Harbor LLC

Customer Name

By: _____

By: _____

(Please print name)

(Please print name)

Title: _____
(Sales Department)

Title: _____

Date: _____

Date: _____

**Energy Harbor LLC
Contract Administrator**

By: _____

(Please print name)

Title: _____

Date: _____

DRAFT

Pricing Attachment

This Pricing Attachment is entered into on this _____ day of _____ by and between **Energy Harbor LLC**, a Delaware Limited Liability Company with its principal office location in Akron, Ohio (“Supplier”), and _____, a _____ with its principal office located in _____ (“Customer”) and is hereby incorporated into the Customer Supply Agreement (“Agreement”) dated _____ day of _____ (“Effective Date”). Supplier and Customer are referred to individually as “Party” and collectively as the “Parties.”

Customer Name: _____ Billing Address: _____

City: _____ State: _____ Zip Code: _____

Customer hereby elects Consolidated Billing by the Electric Utility or Dual Billing from Supplier.

If Customer elects Dual Billing, please choose one of the following:

Individual bills per account, to be sent to the Billing Address.

Individual bills per account, to be sent to the respective Service Address.

1.0 All applicable taxes shall be listed separately on the monthly invoice in accordance with state and local tax law. Taxes may be altered periodically in accordance with state and local requirements.

2.0 Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours (“kWh”) of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.

3.0 Enrollment Chart:

	Service Address	Electric Utility Account Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	Pricing cents / kWh
1									

*First Commencement Month (“FCM”)

4.0 Pricing Attachment will automatically renew on a month to month basis until terminated by either Party on 30 days' prior written notice at a price per kWh as determined by Supplier on a monthly basis that will include the then current market based price for energy plus all other costs, charges, fees, and taxes.

5.0 Irrespective of any terms to the contrary contained in the Agreement, the following revisions apply. The paragraph below shall replace Paragraph 31 of the Agreement in its entirety. Paragraph 32 of the Agreement is intentionally omitted.

Effect of Regulatory Action:

31. In the event that any change in any statute, rule, regulation, order, law, tariff, or operating procedure promulgated or established by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, alters to the detriment of Supplier its costs to perform under this Agreement, Supplier may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, Supplier shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective. Customer shall pay the pass-through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

32. Intentionally omitted.

6.0 Fixed Capacity Beyond May 31, 2025. The Pricing in the above Enrollment Chart includes a component based on a fixed Capacity Rate per MW day beyond May 31, 2025. Notwithstanding section 31 of the Customer Supply Agreement, Supplier shall not pass through to Customer any changes in the Capacity Rate or revise the Fixed Price to reflect either of the following:
1) any changes in the auction rules associated with formulating future Capacity Rates, including the outcome of the

forthcoming Federal Energy Regulatory Commission (“FERC”) Minimum Offer Price Rule (“MOPR”); or 2) any charges imposed by PJM, Supplier, any ISO, or Electric Utility associated with Capacity Tag, Capacity Performance or Capacity Rates as a result of the forward capacity auction effective June 2025.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

Energy Harbor LLC
(Both Energy Harbor Signatures Required)

Customer Name

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Energy Harbor Contracts Administration:

Date: _____

DRAFT

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
October 24, 2023	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to approve Resolution 41-2023 accepting the Agreed Entry with Candelaria Lopez Noriega and Daisy Escobedo for the properties located at 6963 Tylersville Road; 6975 Tylersville Road; and 7821 Second Street

Background:
<p>West Chester Township Community Development has dealt with repeated violations of its zoning resolution and property maintenance code at 6963 Tylersville Road; 6975 Tylersville Road; and 7821 Second Street. The Township has received multiple complaints from neighbors over the past few years regarding these violations. This resulted in filing Court action to prevent further violations.</p> <p>This judgment entry provides all of the relief the Township was seeking. This Court Order requires the property owners to keep the properties in good standing or be subject to Contempt of Court charges in the future. The property has been cleaned by the property owner. This Court order gives us future confidence in the site remaining in compliance.</p> <p>This judgment entry continues the Township’s goals of using all means necessary to ensure compliance with our zoning and property maintenance codes and protects neighboring properties from further disregard of these policies.</p>

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

RESOLUTION NO. 41-2023

Resolution authorizing the Acceptance of the Proposed Agreed Entry Resolving the West Chester Township Board of Trustee's Case Involving the Properties at 6963 Tylersville Road, 6975 Tylersville Road, and 7821 Second Street

WHEREAS, the Township has dealt with repeated violations of its Zoning Resolution and Property Maintenance Code at the properties located at 6963 Tylersville Road, West Chester, Ohio 45069; 6975 Tylersville Road, West Chester, Ohio 45069; and 7821 Second Street, West Chester, Ohio 45069 (collectively the "Properties").

WHEREAS, the Township has received multiple complaints from neighbors over the past few years regarding these violations at the Properties;

WHEREAS, the Township filed a case for injunctive relief to prevent further violations under Butler County Court of Common Pleas Case Number CV 2023 02 0222 (the "Zoning Case");

WHEREAS, the Township's primary goal in the Zoning Case is to obtain and maintain compliance with the Zoning Resolution and Property Maintenance Code at the Property;

WHEREAS, the Board of Trustees has determined that it is in the best interests of the public health, safety and welfare to enter into the Agreed Entry, attached as Exhibit A, as a resolution to the Township's claims in the Zoning Case;

NOW THEREFORE, BE IT RESOLVED that on the basis of the above actions and findings, the West Chester Township Board of Trustees:

SECTION 1. That the Board of Trustees does hereby authorize the Township's legal counsel to sign the Agreed Entry in substantially the same or similar form as the attached Exhibit A, on behalf of the Township, and to sign any other documents necessary to effectuate the settlement, and to sign any documents necessary to enforce this Agreed Entry in the future.

Adopted this _____ day of _____, 2023.

Ann Becker, Chair

Yes/No

ATTEST:

Lee Wong, Vice Chair

Yes/No

Bruce Jones, Fiscal
Officer

Mark Welch, Trustee

Yes/No

APPROVED AS TO FORM:

Donald L. Crain, Law Director

DRAFT

**IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO**

**BOARD OF TRUSTEES OF
WEST CHESTER TOWNSHIP,
BUTLER COUNTY, OHIO,**

Plaintiff,

v.

CANDELARIA LOPEZ NORIEGA, *et al.*,

Defendants.

: Case No. CV 2023 02 0222
:
:
:
:
: JUDGE DANIEL E. HAUGHEY
:
:
:
: AGREED JUDGMENT ENTRY
:
:

Upon agreement of Plaintiff the Board of Trustees of West Chester Township (the “Township”) and Defendants Candelaria Lopez Noriega (“Noriega”) and Daisy Escobedo (“Escobedo” and collectively with Noriega, the “Defendants”), and for good cause shown, the Court **HEREBY ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Township and Defendants voluntarily submit to the Court’s jurisdiction in the above-captioned case.
2. Defendants have had the opportunity to obtain counsel in this matter and enter this Agreed Judgment Entry knowingly and willingly. Defendants have had the opportunity to review the terms of this Agreed Judgment Entry to their satisfaction.
3. Noriega is the listed owner of the properties at 6963 Tylersville Road, West Chester, Ohio 45069, Butler County Auditor’s Parcel No. M5640-129-000-011 (“6963 Tylersville”) and 6975 Tylersville Road, West Chester, Ohio 45069, Butler County Auditor’s Parcel No. M5640-129-000-012 (“6975 Tylersville”). Escobedo is the listed owner of the property at 7821 Second Street, West Chester, Ohio 45069, Butler County Auditor’s Parcel No. M5640-129-000-013 (“7821 Second Street”). 6963 Tylersville, 6975 Tylersville, and 7821 Second Street are collectively referred to as the “Properties”.

4. The Properties are zoned single-family residential, R-2, under the Township's Zoning Resolution and are located in a district reserved for single-family homes and related compatible uses.
5. Under the Township's Zoning Resolution, the Properties cannot be used as an outdoor storage yard, and miscellaneous junk, debris, unlicensed trailers, and junk or inoperable vehicles cannot remain exposed at the Property.
6. Under the Township's Zoning Resolution, vehicles cannot be parked in the grass, lawn, or any other unpaved area on the Properties for more than 24 hours in any seven-day period.
7. Since 2019, the Township has received multiple complaints from residents regarding the improper use of the Properties as an outdoor storage yard, the improper parking of vehicles in the grass, and the accumulation of junk, debris, unlicensed trailers, and junk or inoperable vehicles thereon.
8. Defendants shall keep the exteriors of the Properties clear of miscellaneous junk, debris, unlicensed trailers, and junk or inoperable vehicles.
9. Defendants shall not store construction materials, bricks, stones, or any other items on the exteriors of the Properties.
10. Defendants shall not allow vehicles to be parked on the grass, lawn, or any other unpaved surface at the Properties.
11. Defendants are enjoined from maintaining any violation of the Township Zoning Resolution or Property Maintenance Code at the Properties.
12. Noriega shall pay a \$500.00 fine to the Township immediately upon the filing of this Agreed Judgment Entry.

13. Escobedo shall pay a \$500.00 fine to the Township immediately upon the filing of this Agreed Judgment Entry.
14. This Agreed Judgment Entry shall operate as a final order and this case is hereby closed, subject to the procedures and relief set forth herein.
15. The Butler County Court of Common Pleas shall retain jurisdiction to enforce the terms of this Agreed Judgment Entry.
16. This is a final, appealable Order. The Clerk is directed to issue notice hereof pursuant to Rule 58 of the Ohio Rules of Civil Procedure.

Entered this ____ day of _____ 2023.

Honorable Daniel E. Haughey
Butler County Court of Common Pleas

AGENDA ITEM COVER SHEET



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

Motion:
Motion to approve Resolution 43-2023 declaring surplus items for disposal

Background:
<p>We recommend the Trustees approve the disposal of the attached list of items per the guidelines in Section 505.10 of the ORC, concerning property that has a fair market value of two thousand five hundred dollars (\$2,500.00) or less, and no longer meets the needs or demands of the Township, is not needed for public use, is obsolete or is unfit for the use for which it was acquired.</p> <p>Property listed on the Resolution will be assigned a disposal method observed as follows:</p> <ul style="list-style-type: none"> • Auction: Property and vehicles in this category will be offered at an auction site for sale to the highest bidder. • Discard/Salvage: Property in this category have no intrinsic value and will be disposed of by whatever means are appropriate. • Recycle: The item has no intrinsic value and will be recycled. • Trade-in: The item will be used as trade-in against the purchase of another item. • Sell: Property is available for purchase. <p>The Community Services Department requests the Board approve Statutory Resolution 43-2023 declaring surplus items for disposal.</p>

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

RESOLUTION NO. 43-2023

Resolution declaring surplus items for disposal

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

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

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

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

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

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

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

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

SURPLUS ITEMS FOR DISPOSAL

LESS THAN \$2,500 IN VALUE PER ORC 505.10

OCTOBER 24, 2023

Quantity	Item	ID #	Department	Disposal Method
1	Microwave	01008	Finance	Discard/Salvage
1	Bush Hog, 5'	4062	Community Services	Discard/Salvage
1	Fellows Shredder	4537	Community Services	Discard/Salvage
2	Plymovent hoses		Fire	Discard/Salvage
1 set	Hurst rescue chains		Fire	Discard/Salvage

1	Portable generator-Does not run		Fire	Discard/Salvage
2	Knit winter hat	20366	Fire	Discard/Salvage
7	winter 4 season coat	20366	Fire	Discard/Salvage
SURPLUS ITEMS FOR DISPOSAL CONTINUED				
3	structural rubber boots(pair)	20366	Fire	Discard/Salvage
5	structural gloves	20366	Fire	Discard/Salvage
4	Structural firefighting helmet	20366	Fire	Discard/Salvage
6	nomex hoods	20366	Fire	Discard/Salvage
53	class B duty pants	20366	Fire	Discard/Salvage
12	pullover job shirts	20366	Fire	Discard/Salvage
26	class B polo shirt	20366	Fire	Discard/Salvage
90	class B button down duty shirt	20366	Fire	Discard/Salvage
20	Class B t-shirt	20366	Fire	Discard/Salvage
3	Structural suspenders	20366	Fire	Discard/Salvage
11	Turnout coat shells	20366	Fire	Discard/Salvage
2	Turnout coat liners	20366	Fire	Discard/Salvage
1	Turnout Pant liner	20366	Fire	Discard/Salvage
13	Turnout Pant shells	20366	Fire	Discard/Salvage
1	Barbell rack		Fire	Discard/Salvage
8	Pickhead axe		Fire	Discard/Salvage
1	Pitch fork		Fire	Discard/Salvage
2	Halogen lights		Fire	Discard/Salvage
1	48" Light bar		Fire	Discard/Salvage
5	6' Pike pole		Fire	Discard/Salvage
2	8' Pike pole		Fire	Discard/Salvage
16	Survivair SCBA cylinders		Fire	Discard/Salvage
1	Attic ladder (failed test)		Fire	Discard/Salvage
1	4' Pry bar		Fire	Discard/Salvage
5	5' Pry bar		Fire	Discard/Salvage
10	1 1/2" Combination nozzle		Fire	Discard/Salvage
10	2 1/2" Combination nozzle		Fire	Discard/Salvage
5	Water thief		Fire	Discard/Salvage
3	2 1/2" x 1 1/2" Gated wye		Fire	Discard/Salvage
3	Water curtain		Fire	Discard/Salvage
1	2 1/2" Gate valve		Fire	Discard/Salvage
1	Whelen light bar mount-7'		Fire	Discard/Salvage
5	2 1/2" Elbow		Fire	Discard/Salvage
1	2 1/2" Foam Eductor		Fire	Discard/Salvage
2	1 1/2" Foam Eductor		Fire	Discard/Salvage
1	Truck bed drawer insert		Fire	Discard/Salvage
1	Fax Machine		Fire	Discard/Salvage
1	Smart Board projector system		Fire	Discard/Salvage
1	Smart Board screen/board		Fire	Discard/Salvage
1	Velobinder machine		Fire	Discard/Salvage
1	Space heater		Fire	Discard/Salvage
8	Brother office printer		Fire	Discard/Salvage
1	800 mhz Radio charger		Fire	Discard/Salvage
1	One Shot detergent metering dev		Fire	Discard/Salvage
7	2 1/2" Fire hose (failed test)		Fire	Discard/Salvage
5	1 3/4" Fire hose (failed test)		Fire	Discard/Salvage
3	Truck wheels		Fire	Discard/Salvage
2	Knox Vault		Fire	Discard/Salvage

1	Brother IntelliFax 4100 Fax Machine		Fire	Discard/Salvage
1	Dell Printer		Fire	Discard/Salvage
7	Brother Printers		Fire	Discard/Salvage
SURPLUS ITEMS FOR DISPOSAL CONTINUED				
1	Space Heater (does not work)		Fire	Discard/Salvage
1	iEPS Surge Protector		Fire	Discard/Salvage
1	Electric VeloBinder machine		Fire	Discard/Salvage
1	electric pencil sharpener		Fire	Discard/Salvage
1	NEW Ricoh Print Cartridge BLK IM C6000		Fire	Discard/Salvage
2	NEW Ricoh Waste Toner bottle MP C6003		Fire	Discard/Salvage
1	NEW Brother Toner Cartridge DR-330/DR-360		Fire	Discard/Salvage
4	NEW Brother Printer Cartridge BLK TN-360		Fire	Discard/Salvage
2	NEW Brother Printer Cartridge BLK TN420		Fire	Discard/Salvage
2	NEW Brother Printer Cartridge BLK DR-420 Drum Unit		Fire	Discard/Salvage
5	NEW Brother Printer Cartridge BLK TN450		Fire	Discard/Salvage
4	NEW Brother Printer Cartridge BLK TN460		Fire	Discard/Salvage
1	NEW Brother Printer Cartridge BLK TN660		Fire	Discard/Salvage
3	Truck wheels		Fire	Discard/Salvage
2	Knox Vault		Fire	Discard/Salvage
1	Brother IntelliFax 4100 Fax Machine		Fire	Discard/Salvage
1	Dell Printer		Fire	Discard/Salvage
7	Brother Printers		Fire	Discard/Salvage
1	Space Heater (does not work)		Fire	Discard/Salvage
1	iEPS Surge Protector		Fire	Discard/Salvage
1	Electric VeloBinder machine		Fire	Discard/Salvage
1	electric pencil sharpener		Fire	Discard/Salvage
1	NEW Ricoh Print Cartridge BLK IM C6000		Fire	Discard/Salvage
2	NEW Ricoh Waste Toner bottle MP C6003		Fire	Discard/Salvage
1	NEW Brother Toner Cartridge DR-330/DR-360		Fire	Discard/Salvage
4	NEW Brother Printer Cartridge BLK TN-360		Fire	Discard/Salvage
1	Altair air monitor		Com Serv	Discard/Salvage
1	1999 GMC Dump Truck, 2½ ton VIN #1GDL7H1B8XJ501497	1497	Com Serv	Auction

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Adopted this 24 day of October, 2023.

Ann Becker, Chair Yes/No

ATTEST:

Lee Wong, Vice Chair Yes/No

Bruce Jones, Fiscal Officer

Mark Welch, Trustee Yes/No

APPROVED AS TO FORM:

Donald L. Crain, Law Director

DRAFT

AGENDA ITEM COVER SHEET



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

Motion:
Motion to approve Resolution 42-2023 Implementing Sections 3735.65 through 3735.70 of the Ohio Revised Code; Establishing and Describing the Boundaries of the West Chester Township Community Reinvestment Area; Designating a Housing Officer to Administer the Program; Creating a Community Reinvestment Housing Council; and Creating a Tax Incentive Review Council

Background:
<p>West Chester Township is continuously seeking new avenues to support planned development in the Township. In early 2023, The Ohio Legislature passed legislation that permits limited home rule townships to create a Community Reinvestment Area program.</p> <p>This program provides property tax relief to developers who choose to develop within the established boundaries of the CRA. West Chester seeks to assist the area's development along Liberty Way and must first create the CRA district, which this legislation considers.</p> <p>Once the CRA is established, West Chester can work with developers to offer property-tax incentives to spur construction in the area. Those agreements will be subject to separate consideration by the West Chester Board of Trustees.</p> <p>In creating this CRA, West Chester has worked with Butler County and Lakota Schools, as well as Liberty Township.</p>

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

RESOLUTION NO. 42-2023

Resolution Implementing Sections 3735.65 through 3735.70 of the Ohio Revised Code; Establishing and Describing the Boundaries of the West Chester Township Community Reinvestment Area; Designating a Housing Officer to Administer the Program; Creating a Community Reinvestment Housing Council; and Creating a Tax Incentive Review Council

WHEREAS, the Ohio Community Reinvestment Area Act, under Section 3735.65 of the Ohio Revised Code, authorizes townships to designate areas as Community Reinvestment Areas; and

WHEREAS, the Board of Trustees of West Chester Township (hereinafter "Board") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of West Chester Township that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing (attached herein as "Attachment A"), as required by Section 3735.66 of the Ohio Revised Code, has been prepared for the area to be included in the proposed Community Reinvestment Area; and

WHEREAS, the survey of housing shows the facts and conditions relating to existing housing and commercial facilities and undeveloped areas, including, among other things, evidence of structures of historical significance and the discouragement of new housing construction and repair of existing facilities or structures within the proposed Community Reinvestment Area; and

WHEREAS, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees, West Chester Township, Ohio:

Section 1. The area designated as the West Chester Township Community Reinvestment Area constitutes an area in which housing facilities are located and in which structures of historical significance are located, and new housing construction and repair of existing facilities or structures are discouraged.

Section 2. Pursuant to Section 3735.66 of the Ohio Revised Code, the West Chester Township Community Reinvestment Area is hereby established, comprised of the area within the following existing parcels as identified by the Butler County Auditor:

Parcel Numbers
M5610015000037
M5610015000014
M5610015000015
M5610015000001
M5610015000008
M5610015000018
M5610015000027
M5610015000018
M5610015000012

Only commercial, and/or industrial properties consistent with the applicable zoning regulations within the West Chester Township Community Reinvestment Area will be eligible for exemptions described herein. Residential construction and remodeling shall not be eligible for exemptions within West Chester Township Community Reinvestment Area.

Section 3. The entire area within the existing parcels identified in Section 2 as being within the designated Community Reinvestment Area are eligible for this incentive.

Section 4. Within the West Chester Township Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the Section 3765.67 of the Ohio Revised Code. The results of the negotiation as approved by this Commission will be set in writing in a Community Reinvestment Area Agreement as outlined in Section

3735.671 of the Ohio Revised Code. A tax exemption on the increase in the assessed valuation resulting from the improvements as described in Ohio Revised Code Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods:

Up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100%) for the remodeling of existing commercial and industrial facilities and upon which the cost of remodeling is at least \$5,000, as described in Ohio Revised Code Section 3735.67, the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.

Up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

For the purposes of the above-described Community Reinvestment Area, structures or portions thereof exclusively used for residential purposes, regardless of the number of units contained therein, shall be classified as residential structures.

If remodeling qualifies for an exemption during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 5. To administer and implement the provisions of this Resolution, the Director of Community Development is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 6. That the Board shall cause a Housing Council as described in Section 3735.69 of the Ohio Revised Code to be appointed. The Housing Council shall be composed of two members appointed by the Board, one member appointed by the Township Law Director, one member appointed by the Township zoning commission,

and one member appointed by the Board of Commissioners of Butler County.

Section 7. To the extent necessary and required under the Ohio Revised Code as a result of the establishment of the West Chester Township Community Reinvestment Area, a Tax Incentive Review Council shall be established pursuant to Section 5709.85 of the Ohio Revised Code and shall consist of the members of this Board, the County Auditor or its designee; and an individual appointed by the Board of Education of the Lakota Local School District. The Tax Incentive Review Council shall review annually the compliance of all CRA agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671 of the Ohio Revised Code and make written recommendations to the Board as to continuing, modifying, or terminating said CRA agreements based upon the performance of the terms and conditions of said agreements.

Section 8. The Housing Officer shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the Ohio Revised Code. The Housing Council shall also hear appeals under Section 3735.70 of the Ohio Revised Code.

Section 9. The Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, that all deliberations of this Board and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 24 day of October 2023.

Ann Becker, Chair Yes/No

ATTEST:

Lee Wong, Vice Chair Yes/No

Bruce Jones, Fiscal
Officer

Mark Welch, Trustee

Yes/No

APPROVED AS TO FORM:

Donald L. Crain, Law Director

ATTACHMENT A

HOUSING SURVEY

DRAFT

WEST CHESTER TOWNSHIP

COMMUNITY REINVESTMENT AREA HOUSING SURVEY



October 18, 2023

PREPARED BY:

Frost Brown Todd LLP
October 18, 2023

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West Chester Township
Community Reinvestment Area
Housing Survey

PURPOSE AND SCOPE

This Community Reinvestment Area Housing Survey (the “Housing Survey”) constitutes a component of the statutory framework necessary to properly designate an area as a Community Reinvestment Area (“CRA”) as defined in Sections 3735.65 through 3735.70 of the Ohio Revised Code (the “ORC”). West Chester Township, Butler County, Ohio (the “Township”) has undertaken this Housing Survey in accordance with ORC Section 3735.66.

The CRA program permits townships to designate areas where investment has been discouraged as a CRA in order to encourage revitalization of existing housing and building stock, and the construction of new structures. Specifically, the purpose of this Housing Survey is to determine whether the area within the Township shown in Figure 1 below (the “Proposed CRA”) is an area in which “housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structure are discouraged. As of the date hereof, the property within the boundary of the Proposed CRA includes the following parcels:

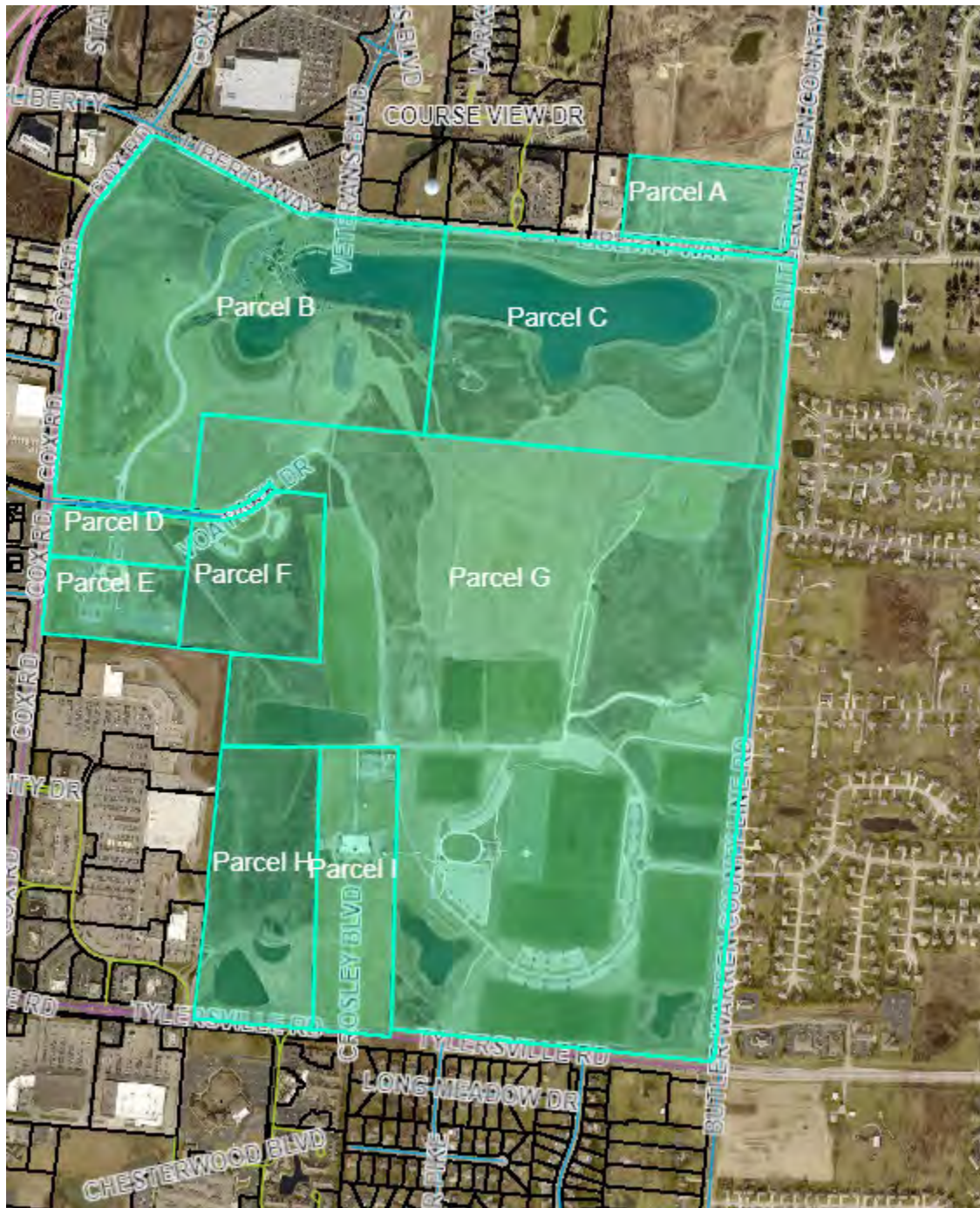
Parcel Number

- Parcel A - M5610015000037
- Parcel B - M5610015000014
- Parcel C - M5610015000015
- Parcel D - M5610015000001
- Parcel E- M5610015000008
- Parcel F - M5610015000018
- Parcel G - M5610015000027
- Parcel H - M5610015000018
- Parcel I - M5610015000012

The Proposed CRA is located in an area approximately one mile east of Interstate 75, generally bounded by Tylersville Road to the South and Butler Warren Road to the east. The proposed CRA contains approximately 450 acres of land, a public park, a structure of historical significance, and various other structures, including a lodge and an athletic field house.

As described in greater detail herein, creation and implementation of the Proposed CRA will encourage economic development within the Proposed CRA. Formation of the Proposed CRA will also provide the Township with a tool to incentivize construction and economic development in a way that optimizes land use for the benefit of existing and future residents, visitors and business operators within and proximate to the Proposed CRA.

Figure 1. Proposed CRA



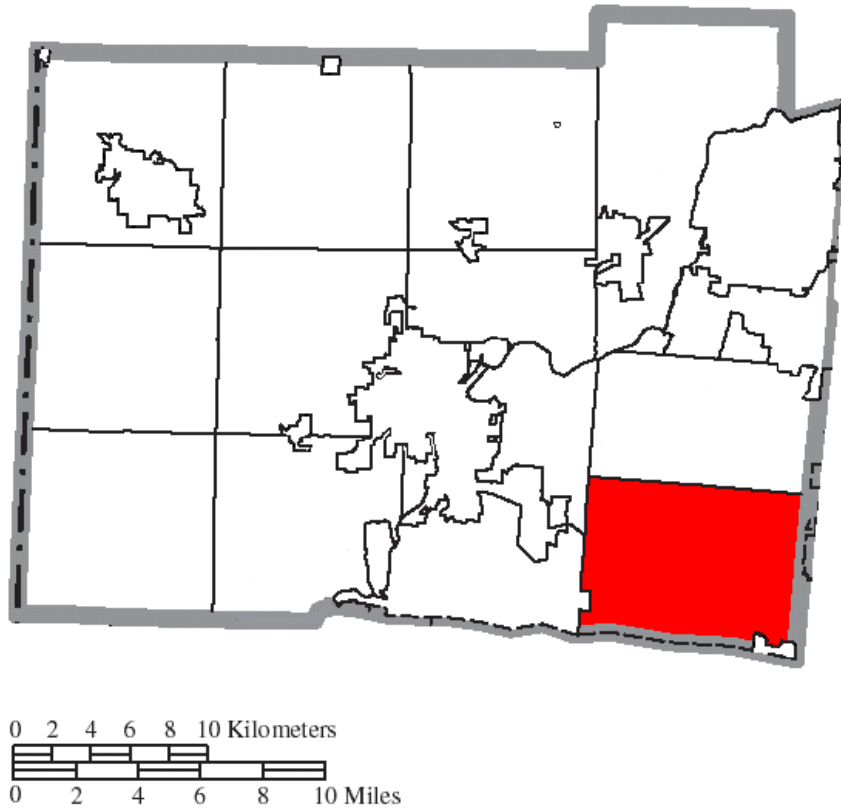
WEST CHESTER TOWNSHIP

West Chester Township is located in Butler County in southwestern Ohio. The Township is situated centrally in the Cincinnati-Dayton Metroplex, a major commerce corridor linking the metropolitan regions of Cincinnati and Dayton. West Chester is located just north of I-275, Cincinnati's regional beltway, approximately 18 miles north of downtown Cincinnati, Ohio and 30 miles south of downtown Dayton, Ohio. West Chester is the southern gateway to Butler County, which links Hamilton County (Cincinnati) to the south and Montgomery County (Dayton) to the north. The Township has, and continues to, benefited from the convergence of the Cincinnati and Dayton metro areas along the I-75 corridor.

West Chester Township is a community located in the heart of Greater Cincinnati's fast growing northern suburbs, with a population of 64,830 according to the 2020 U.S. Census and an estimated population of 66,182 in the year 2025¹.

Geographically, the Township consists of 35 square miles of residential neighborhoods, commercial, and industrial developments. West Chester Township is the only community located in the tri-state region, other than the urban center city of Cincinnati, with four full-access interstate interchanges on I-75. Two additional interstate exchanges to the regional beltway I-275 are located within a quarter mile of West Chester's perimeter.

Figure 2. Map of Butler County (West Chester Township Highlighted in Red)



¹ SitesUSA

Demographics

Demographic and socio-economic characteristics provided by the U.S. Census Bureau and the Ohio Department of Job and Family Services are described to identify past conditions and trends in the community. The statistical information in this section, unless otherwise noted, was derived from census reports published by the U.S. Census Bureau and reports published by the Ohio Department of Job and Family Services. Inconsistencies in the data are possible based on how census data is collected. In addition to errors occurring during collection, much of the census data presented in this report is based on sample data rather than 100% reporting and is therefore subject to sampling error. Because of sampling errors and non-sampling errors, there may be discrepancies in the reporting of similar types of data. However, the discrepancies will not negate the usefulness of the census data to conduct the analysis.

Figure 3. Population Characteristics

	West Chester Township		Butler County	
	Number	Percent	Number	Percent
Population	64,509	-	387,830	-
Median Age	38.8 years	-	37 years	-
Under 5 years	4,189	6.5%	23,080	6.0%
18 years and over	48,044	74.5%	296,271	76.4%
65 years and over	10,058	15.6%	57,321	14.8%
Male Population	31,844	49.4%	191,072	49.3%
Female Population	32,665	50.6%	196,758	50.7%

Source: U.S. Census Bureau, 2021: American Community Survey 5-Year Estimates

Figure 4. Population Growth

	West Chester Township (Growth %)		Butler County (Growth %)	
1970	12,795	-	226,207	-
1980	23,553	84.1%	258,787	14.4%
1990	39,703	68.6%	291,479	12.6%
2000	54,895	38.3%	332,705	14.1%
2010	60,958	11.4%	368,130	10.6%
2021	64,509	5.8%	387,830	5.4%

Source: Ohio Municipal Advisory Council

Figure 5. Butler County Employment

<u>Year</u>	<u>Employed In</u>		<u>Unemployment Rate</u>			
	<u>County</u>	<u>MSA²</u>	<u>County</u>	<u>MSA²</u>	<u>State</u>	<u>U.S.</u>
2013	172,300	761,200	7.5	7.3	7.5	7.4
2014	176,100	776,000	5.6	5.5	5.8	6.2
2015	178,700	785,800	4.6	4.5	4.9	5.3
2016	180,900	795,400	4.5	4.4	5.0	4.9
2017	183,700	802,300	4.4	4.4	5.0	4.4
2018	185,100	812,300	4.1	4.1	4.6	3.9
2019	187,700	1,085,200	3.8	3.7	4.1	3.7
2020	179,400	1,036,700	7.3	7.0	8.2	8.3
2021	186,400	1,075,000	4.5	4.4	5.1	5.3
2022 ³	186,900	1,120,200	3.7	3.6	4.1	3.4

Source: U.S. Census Bureau, 2012-2021 American Community Survey 5-Year Estimates

The Township and regional demographic and employment statistics and trends presented above demonstrate strong economic growth. In order continue such growth and advance future economic development, the Township must accommodate current and future residents. The County and Township require the means to incentivize economic development in a manner that complements existing housing stock and does not stifle planned future housing development.

General Existing Housing Characteristics

West Chester Township has an estimated 24,971 housing units, of which approximately 825 are vacant. The median home value in West Chester Township is \$252,100 (based on Census estimates). The below tables contain general information about housing stock characteristics for West Chester Township:

Figure 6. West Chester Township Housing Occupancy

	West Chester Township		Butler County	
	Number	Percent	Number	Percent
Total Housing Units	24,971	-	153,416	-
Occupied Units	24,146	96.7%	142,881	93.1%
Owner-Occupied	18,245	76.9%	99,432	69.6%
Renter-Occupied	5,943	23.1%	43,449	30.4%
Vacant Units	825	3.3%	10,535	6.9%

² Cincinnati Metropolitan Statistical Area – Brown, Butler, Clermont, Hamilton and Warren Counties, Ohio. 2019 and 2020 include Kenton, Boone, Campbell, Grant, Pendleton, Gallatin and Bracken Counties, Kentucky and Dearborn, Franklin, Union and Ohio Counties, Indiana in the MSA

³ October 2022

Figure 7. Year Structures Built

	West Chester Township		Butler County	
	Number	Percent	Number	Percent
Total Housing Units	24,971	-	153,416	-
Built 2020 or later	22	0.1%	145	0.1%
Built 2010 to 2019	1,558	6.2%	7,790	5.1%
Built 2000 to 2009	2,939	11.8%	21,386	13.9%
Built 1990 to 1999	6,588	26.4%	23,498	15.3%
Built 1980 to 1989	5,868	23.5%	17,865	11.6%
Built 1970 to 1979	4,611	18.5%	26,758	17.4%
Built 1960 to 1969	1,992	8.0%	14,252	9.3%
Built 1950 to 1959	773	3.1%	17,673	11.5%
Built 1940 to 1949	239	1.0%	6,197	4.0%
Built 1939 or earlier	381	1.5%	17,852	11.6%

Figure 8. Gross Rent

	West Chester Township		Butler County	
	Number	Percent	Number	Percent
Occupied Units Paying Rent	5,300	-	41,372	-
Less than \$500	67	1.3%	2,776	6.7%
\$500 to \$999	1,308	24.7%	19,812	47.9%
\$1,000 to \$1,499	2,364	44.6%	14,169	34.2%
\$1,500 to \$1,999	1,154	21.8%	3,077	7.4%
\$2,000 to \$2,499	287	5.4%	946	2.3%
\$2,500 to \$2,999	81	1.5%	375	0.9%
\$3,000 or more	39	0.7%	217	0.5%
Median (dollars)	1,238	(X)	966	(X)
No rent paid	272	(X)	2,077	(X)

PROPOSED CRA

Located on Parcel I within the proposed CRA is the Voice of America Bethany Relay Station and ancillary structures, which comprise a former radio broadcast station that is currently listed on the National Register of Historic Places. The station ceased broadcasting in 1994 and has since been transformed into the National Voice of America Museum of Broadcasting. The museum is operated primarily by volunteers and offers guided tours and various exhibits that detail the rich history of broadcasting within the greater Cincinnati area as well as the historical significance of the station.

While the majority of the residential and commercial properties within West Chester Township are in good condition, the area within the proposed CRA is undeveloped or underdeveloped. A number of contributing factors exist that discourage development within the area of the proposed CRA, including its location within the Township. Parcel A located within the CRA consists of vacant and undeveloped land located along the boundary line of the Township that directly abuts Liberty Way and Butler Warren Road. This vacant land is currently surrounded

by additional undeveloped land to the west and the Voice of America Park MetroPark to the south. The isolated nature of the location of the land creates a disincentive for development in the area.

Equipped with the ability to provide the proper incentives, the Township can better encourage the highest and best use of this vacant, undeveloped land. For example, the Township may incentivize commercial and industrial use of land within portions of the CRA in order to make other, better-situated parcels available for single-family housing by increasing the local availability of goods and services.

Structure of Historical Significance

Property Address: 8070 Tylersville Rd, Crosly Blvd, West Chester Township, OH 45069

Parcel Number: M5610015000012

Property Assessed Value: \$1,885,110



Vacant Land

Property Address: Butler Warren Rd. & Liberty Way, West Chester Township, OH 45069

Parcel Number: M5610015000037

Property Assessed Value: \$1,622,660



CONCLUSION

The designation of the Proposed CRA for West Chester Township is intended to encourage economic development, construction of additional housing in the Township generally, and the development of vacant land. The data within this Housing Survey demonstrates that the Proposed CRA shown in Figure 1 is an area that has experienced disinvestment, includes underutilized and undervalued property, includes structures of historical significance, and has seen little investment. CRA implementation will provide the opportunity to control and optimize housing development and economic development generally within the Proposed CRA, the Township and the County.

In conclusion, this Housing Survey demonstrates that the Proposed CRA meets the criteria for a Community Reinvestment Area as defined by Ohio Revised Code.

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