

# West Chester

— OHIO —

## Trustees Meeting Agenda December 19, 2023

### Trustees

Ann Becker, Chair  
Lee Wong  
Mark S. Welch

### Fiscal Officer

Bruce Jones  
Administrator  
Larry D. Burks

6:00 P.M.

### Regular Meeting

#### **Mrs. Becker**

- Convene
- Roll Call
- Pledge

### Citizen's Comments

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

#### **Mrs. Becker**

### Presentations

- A. Matt Dutkevicz, Executive Director - Butler County Regional Transit Authority

#### **Mrs. Becker**

### Action Items – For approval by motion

- B. Motion to approve Trustee Meeting Minutes - December 5, 2023  
C. Motion to approve payment of bills - December 4, 2023 through December 15, 2023

#### **Mr. Burks**

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

- |             |              |   |
|-------------|--------------|---|
| 1. Adm      | \$ 52,720.73 | Frost Brown Todd LLC - Legal Services through November 30, 2023 (various departments)   |
| 2. CIT      | \$ 11,269.34 | Sayers Company - Renew annual maintenance and support for NetMotion licenses  |
| 3. Police   | \$ 13,416.06 | Emcor Facilities Services, Inc. - Replace one security system card reader   |
| 4. Services | \$ 53,900.00 | McGill Smith Punshon, Inc. - Purchase architectural services for conceptual design and construction documents for The Square at Union Centre (CIP 1706) |
| 5. Services | \$ 17,281.00 | Benchmark Land Management LLC - Replace storm culvert on Second Street (CIP 1620)   |

**Mr. Burks**

**Personnel Items**

6. Adm Accept various employee resignations per attached report
7. Adm Approve Collective Bargaining Agreement effective January 1, 2024 to December 31, 2026 between West Chester Township Board of Trustees and FOP-OLC Police Records Specialists, Police Technicians and Crime Analysts
8. Services Hire Matthew Emmons to the position of Laborer Operator effective December 18, 2023 at the hourly rate of \$19.94

**Mr. Burks**

**Business Items**

9. Adm Motion to set date for 2024 Organizational Meeting (suggested date and time January 9, 2024, 6:00 p.m.)
10. Adm Motion to set date for work session for proposed 2024 Operational Budget (suggested date and time January 30, 2024, 5:00 p.m.)
11. Adm Motion to appoint one Trustee as West Chester Township representative to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Board of Directors
12. Adm Motion to appoint a West Chester Township representative as a member to the Butler County Emergency Management Agency (BCEMA) Advisory Council
13. Adm Motion to appoint one Trustee as West Chester Township representative to the Butler County E911 Planning Committee
14. Adm Motion to approve Resolution 53-2023 to extend the exemption of improvements in Union Centre Boulevard (UCB) TIF for an additional thirty years
15. Adm Motion to approve Resolution 54-2023 to extend the exemption of improvements in 747 TIF for an additional thirty years
16. Adm Motion to approve Resolution 55-2023 to extend the exemption of improvements in Cincinnati-Dayton Road TIF for an additional thirty years
17. Adm Motion to approve Resolution 56-2023 to extend the exemption of improvements in Central Business District (CBD) TIF for an additional thirty years
18. Adm Motion to approve Resolution 57-2023 appointing Scott D. Phillips as Law Director and approve Agreement for Professional Services with Frost Brown Todd LLC; and, authorize Township Administrator to make non-substantive changes and execute said Agreement
19. Adm Motion to approve Resolution 58-2023 approving and authorizing adoption of the Township 2024 Temporary Appropriations
20. Services Motion to approve Rental Agreement between West Chester Township Board of Trustees and Fussball Club Cincinnati, LLC for youth soccer camp at Beckett Park; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said Agreement
21. Services Motion to request to advertise for 2024 Curb Replacement Program (CIP 1612)
22. Services Motion to request to advertise for 2024 Storm Water Pipe Replacement Program (CIP 1613)

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

23. 1<sup>st</sup> Reading Resolution 59-2023 approving a Major Change for Case # MC 08-23 Fields at Liberty Way; Phase 3 (To be read at public hearing)

**Citizen's Comments**

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

**Discussion Items & Elected Official Comments**

**Public Hearing 6:00 P.M.**

Case # MC 08-23 Fields at Liberty Way; Phase 3

**Adjourn**

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Presentation Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Matt Dutkevicz, Executive Director - Butler County Regional Transit Authority

<b>Background:</b>

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Trustee Meeting Minutes - December 5, 2023

<b>Background:</b>

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

**Record of Proceedings: December 5, 2023**  
**West Chester Township Board of Trustees - Regular Meeting**

Convene: Chairperson Becker convened the meeting at 5:00 p.m.

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

Pledge of Allegiance: Repeated by those present.

At 5:02 p.m., Mr. Welch motioned to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of: (1) To consider discipline of a public employee or official. O.R.C. 121.22(G)(1); (2) to consider the purchase of property for public purposes, the sale of property by competitive bid, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code. O.R.C. 121.22(G)(2); and (3) preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment. O.R.C. 121.22(G)(4). Mr. Wong seconded the motion. Mrs. Becker declared the meeting in recess.

Post Executive Session/ Adjournment

**MOTION** made at 5:56 p.m. by Mr. Wong to adjourn the Executive Session and resume the Regular meeting, seconded by Mr. Welch. Discussion: none. **Motion carried unanimously.**

Citizen's Comments

There were no citizen's comments.

Presentations

There were no presentations.

Action Items – For Approval by Motion

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve the Trustee Meeting Minutes for November 14, 2023. Discussion: none. **Motion carried unanimously.**

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

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

Requisitions – Greater than \$7,500.00

1. Adm \$64,855.10 Frost Brown Todd, LLC - Legal Services through October 31, 2023 (various departments)
2. CIT \$16,114.52 Kronos Incorporated - Renew annual support for Telestaff scheduling and payroll functions of public safety departments

3. Fire \$37,296.59 Lowes – Remodel Station 75 kitchen (CIP 1483)

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

### Personnel Items

**MOTION** made by Mr. Wong, seconded by Mr. Welch to (1) amend Tuition Reimbursement Program to comply with Ohio Code Section 127, and (2) hire Jordan Rooney to the position of Communications Officer effective December 11, 2023 at the biweekly rate of \$1,999.34. Discussion: Mrs. Becker welcomed Jordan and, as did Mr. Welch, wished her best service to a community that values our 911 personnel. **Motion carried unanimously.**

### Business Items

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to approve agreement between West Chester Township Board of Trustees and Miami University Regionals for the Work Plus program beginning in 2024 and ending in 2026 and allocate tuition expense of \$20,000.00 per year. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Wong, seconded by Mr. Welch, to approve Resolution 48-2023 accepting the Agreed Entry with Rahul Mundayadan and Sangeetha Dhan at 6749 Autumn Glen Drive. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Wong, seconded by Mr. Welch, to acknowledge application for the Ohio TechCred Grant Program; and, to authorize the Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to acknowledge application for the Ohio Ambulance Transportation Program Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Wong, seconded by Mr. Welch, to apply for Butler County ARPA/State and Local Fiscal Recovery Fund; and, authorize Township Administrator to accept said grant if awarded. Discussion: Mr. Welch and Mrs. Becker expressed their support for using the funds for a new Senior van. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to not object to a new D2 liquor permit for Coterie Lounge & Cafe LLC, dba Coterie Lounge & Café, 8870 Cincinnati Dayton Road. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Wong, seconded by Mr. Welch, to not object to a TRFO D5, D6 liquor permit from Lorven Wings LLC, dba Frickers & Patio 7844 Kingland Dr Unit B, to Viva Cincy Bar and Grill LLC, 7844 Kingland Dr Unit B. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to not object to a new D1 liquor permit for YARD VYBZ Nyaminz & Catering LLC, dba Yard VYBZ Nyaminz, 9536 Cincinnati Columbus Road. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to approve a five-year Lease Agreement between the West Chester Board of Trustees and Flock Group, Inc. for the lease of fixed and mobile automated license plate reader cameras not to exceed \$510,400.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: Chief Herzog addressed the Board, explaining the uses, benefits, and results of the Flock camera uses, as well as some terms of the lease agreement. **Motion carried unanimously.**

**MOTION** made by Mr. Wong, seconded by Mr. Welch, to approve Statutory Resolution 49-2023 affirming obligation for West Chester Township's share of the annual Butler County Engineer's 2024 paving program. Discussion: none. **Motion carried unanimously.**

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

Mr. Burks read Emergency Resolution 50-2023 Authorizing the Execution of a Community Reinvestment Area (CRA) Agreement with Village North Investment, LLC; Granting a Fifteen (15) Year, Seventy-Five Percent Real Property Tax Exemption, and declaring an emergency and dispensing with the second reading. The Trustees had no questions.

Mr. Burks read Emergency Resolution 51-2023 imposing a moratorium of three hundred and sixty days on the cultivation, processing, and retail sale of "adult use" cannabis within West Chester Township and declaring an emergency, and dispensing with the second reading. The Trustees had no questions.

Mr. Burks read Emergency Resolution 52-2023 to voluntarily forego Inside Millage at the request of the Butler County Auditor for one year based on the increased amounts of the new property values and declaring an emergency and dispensing with the second reading. The Trustees had no questions.

### Citizen's Comments

There were no citizen's comments.

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

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to approve Emergency Resolution 50-2023 declaring an emergency and dispensing with the Second Reading. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Wong, seconded by Mr. Welch, to approve Emergency Resolution 50-2023 declaring an emergency and dispensing with the Second Reading. Discussion: Mr. Welch and Mr. Wong said a moratorium on recreational marijuana recognizes that the voters approved



the ballot measure legalizing recreational marijuana, but it allows the township time to find out what regulations and laws are applicable. Mr. Burks asked, “How do you permit something when you don’t know what the regulations are”? **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to approve Emergency Resolution 52-2023 declaring an emergency and dispensing with the Second Reading. Discussion: Mr. Wong said this is a good resolution because it gives residents a tax break, giving residents \$10.15 back per \$100,000 valuation. Mr. Burks said that figure is an estimate at this time. Mrs. Becker said the General and Roads & Bridges funds would be impacted by this roll back. She said they are looking at it in a very compassionate way. She noted the rollback in the township’s Roads & Bridges Fund is significant because the cost for new roads is escalating drastically, adding that the rollback is for one year and they’ll need to re-address it next year. Mr. Welch noted the township’s General and Roads & Bridges funds will receive \$900,000 less this year due to the rollback, but the township is receiving \$6.6 million in ARPA funds that’s being applied to infrastructure. He added that the rollback will provide a measure of relief to residents and businesses while buying time for the Ohio legislature to create a permanent fix in the manner in which real estate valuations are calculated. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mr. Wong, to approve Resolution 46-2023 approving Zoning Map Amendment for Case # ZMA07-23. Discussion: none. **Motion carried unanimously.**

#### Discussion Items & Elected Official Comments

Mrs. Becker noted the VFW’s annual Pearl Harbor Commemoration was scheduled for 10:00 a.m. on December 7<sup>th</sup> at Brookside Cemetery.

Mr. Jones commented on Resolution 52-2023, noting he initiated discussion recognizing the need for a rollback for property owners quite some time ago, and was pleased to see the Trustees finally take the interest of property owners into account, though it was motivated by political forces. He said the new, increased revenue to the township amounted to a windfall, “found money” for the township, without which the township would have been fine. He said it was only appropriate that the needs of property owners was finally being addressed by the Board.

Mr. Burks announced that applications were being accepted by interested parties to serve on the Zoning Commission and Board of Zoning Appeals. He noted the terms for the forthcoming openings, adding that the application process was being reviewed. He also observed the retirement celebration that afternoon for Law Director Don Crain, and wished him well.

#### Adjournment

**MOTION** made at 6:45 p.m. by Mr. Welch, seconded by Mr. Wong, to adjourn the December 5, 2023 Regular meeting. Discussion: none. **Motion carried unanimously.**

**Respectfully Submitted,**

**Approved,**

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**Bruce Jones, Fiscal Officer**

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**Ann Becker, Chairperson**

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve payment of bills - December 4, 2023 through December 15, 2023

<b>Background:</b>

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

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
1359	12/04/2023	MANUAL	002837 First Financial Bank Cred	100.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	AGW 11/7/23		2010-RD-RD00-53410-000000-		100.00		
1360	12/04/2023	MANUAL	002837 First Financial Bank Cred	53.08			
	Walmart 11/9/23		2070-PI-PI00-56030-RASKAL-		53.08		
1361	12/04/2023	MANUAL	002837 First Financial Bank Cred	152.21			
	1800ceiling 11/13/23		2190-00-0000-57020-000000-		152.21		
1362	12/04/2023	MANUAL	002837 First Financial Bank Cred	49.98			
	Harborfrt 10/31/23		1010-SV-SV99-54010-000000-		49.98		
1363	12/04/2023	MANUAL	002837 First Financial Bank Cred	89.00			
	PODS 10/31/23		2190-00-0000-57010-000000-		89.00		
1364	12/04/2023	MANUAL	002837 First Financial Bank Cred	120.00			
	Costco 11/3/23		1010-SV-SV00-53170-000000-		120.00		
1365	12/04/2023	MANUAL	002837 First Financial Bank Cred	1,799.98			
	CostcoA 11/3/23		2190-00-0000-57010-000000-		1,799.98		
1366	12/04/2023	MANUAL	002837 First Financial Bank Cred	120.70			
	Batteries 11/6/23		2010-RD-RD00-53560-000000-		120.70		
1367	12/04/2023	MANUAL	002837 First Financial Bank Cred	164.00			
	PODS 11/19/23		2190-00-0000-57010-000000-		164.00		
1368	12/04/2023	MANUAL	002837 First Financial Bank Cred	8.32			
	Ebay 11/20/23		1010-PK-PK00-53560-000000-		8.32		
1369	12/04/2023	MANUAL	000319 Home Depot	-2.86			
	1214486		2010-RD-RD00-53530-000000-		-2.86		
1370	12/04/2023	MANUAL	000319 Home Depot	370.50			
	21659		2010-RD-RD00-53530-000000-		370.50		
1371	12/04/2023	MANUAL	000319 Home Depot	531.89			
	1041125		2100-FD-FD00-53530-000000-		531.89		
1372	12/04/2023	MANUAL	000319 Home Depot	28.24			
	1014756		2010-RD-RD01-54010-000000-		28.24		
1373	12/04/2023	MANUAL	000319 Home Depot	20.98			
	9013727		1010-AD-AD00-53530-000000-		1.47		
	9013727		1010-CD-CD00-53530-000000-		.84		
	9013727		2010-RD-RD00-53530-000000-		10.07		
	9013727		2090-PD-PD00-53530-000000-		8.60		
1374	12/04/2023	MANUAL	000319 Home Depot	167.92			

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
	1013501		2010-RD-RD00-54010-000000-		167.92		
1375	12/04/2023	MANUAL	000319 Home Depot	5.97			
	INVOICE NO		ACCOUNT		AMOUNT		
	1013463		1010-PK-PK11-53530-000000-		5.97		
1376	12/04/2023	MANUAL	000319 Home Depot	52.98			
	8012563		2100-FD-FD00-53530-000000-		52.98		
1377	12/04/2023	MANUAL	000319 Home Depot	-67.98			
	3903508		1010-AD-AD00-54010-000000-		-67.98		
1378	12/04/2023	MANUAL	000319 Home Depot	-898.00			
	2903560		1010-AD-AD00-54010-000000-		-898.00		
1379	12/04/2023	MANUAL	000319 Home Depot	45.94			
	1010340		2010-RD-RD00-53530-000000-		45.94		
1380	12/05/2023	MANUAL	002837 First Financial Bank Cred	199.00			
	Online Store 11/2/23		2070-PI-PI00-53190-000000-		199.00		
1381	12/05/2023	MANUAL	002837 First Financial Bank Cred	13.90			
	Authorize 11/2/23		1010-CD-CD00-53180-000000-		13.90		
1382	12/05/2023	MANUAL	002837 First Financial Bank Cred	10.00			
	GoToCom 11/21/23		1010-CD-CD00-55020-000000-		10.00		
1383	12/05/2023	MANUAL	002837 First Financial Bank Cred	683.67			
	Laserfiche 11/22/23		1010-CD-CD00-53410-000000-		683.67		
1384	12/06/2023	MANUAL	000319 Home Depot	29.15			
	1973349		2100-FD-FD00-53530-000000-		29.15		
1386	12/07/2023	MANUAL	000780 Lowes	83.52			
	994895		2010-RD-RD00-53530-000000-		83.52		
1387	12/07/2023	MANUAL	000780 Lowes	7.58			
	991627		2050-CE-CE00-53530-000000-		7.58		
1388	12/07/2023	MANUAL	000319 Home Depot	234.96			
	4011156		2010-RD-RD00-54010-000000-		234.96		
167599	12/08/2023	PRINTED	004193 Aliya S Khan	197.50			
	1205		2070-PI-PI00-56030-000000-		197.50		
167600	12/08/2023	PRINTED	000615 Altafiber	3,989.32			
	103-0375 Dec 23		1010-PK-PK12-55010-000000-		49.99		
	942-4910 Dec 23		1010-AD-AD00-55010-000000-		5.39		
	942-4910 Dec 23		1010-CD-CD00-55010-000000-		3.59		
	942-4910 Dec 23		2030-RD-RD00-55010-000000-		39.46		

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

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942-4910	Dec 23		2090-PD-PD00-55010-000000-		127.65		
		INVOICE NO	ACCOUNT		AMOUNT		
874-6805	Dec 23		1010-AD-AD00-55010-000000-		1.52		
874-6805	Dec 23		1010-CD-CD00-55010-000000-		1.00		
874-6805	Dec 23		2030-RD-RD00-55010-000000-		11.05		
874-6805	Dec 23		2090-PD-PD00-55010-000000-		35.91		
874-6958	Dec 23		1010-AD-AD00-55010-000000-		1.33		
874-6958	Dec 23		1010-CD-CD00-55010-000000-		.88		
874-6958	Dec 23		2030-RD-RD00-55010-000000-		9.71		
874-6958	Dec 23		2090-PD-PD00-55010-000000-		32.17		
103-0718	Dec 23		1010-PK-PK11-55010-000000-		70.99		
874-1960	Dec 23		2090-PD-PD00-55010-000000-		44.09		
116-4535	Dec 23		2090-PD-PD00-55010-000000-		90.63		
118-3476	Dec 23		1010-PK-PK04-55010-000000-		40.00		
121-4393	Dec 23		2100-FD-FD00-55010-000000-		74.98		
127-1428	Dec 23		2100-FD-FD00-55010-000000-		98.98		
D13-3498	Dec 23		1010-AD-AD00-55010-000000-		185.25		
D13-3498	Dec 23		2030-RD-RD00-55010-000000-		22.75		
D13-3498	Dec 23		2070-PI-PI00-55010-000000-		6.50		
D13-3498	Dec 23		2090-PD-PD00-55010-000000-		74.75		
D13-3498	Dec 23		2100-FD-FD00-55010-000000-		2,960.75		
167601	12/08/2023	PRINTED	004190 Butler County Sheriff's O 6434	425.25			
			2100-FD-FD00-54010-000000-		425.25		
167602	12/08/2023	PRINTED	003253 Change Healthcare Tech En MD12793	14,838.37			
			2110-EM-EM00-53190-000000-		6,555.42		
			2110-EM-EM00-53190-000000-		8,282.95		
167603	12/08/2023	PRINTED	003901 Arin Singer-Bonk 12523	142.50			
			2070-PI-PI00-54530-000000-		142.50		
167604	12/08/2023	PRINTED	003301 Fabricare Textiles LLC 10/01/23-10/31/23	878.50			
			2090-PD-PD00-54720-000000-		878.50		
167605	12/08/2023	PRINTED	001334 Duke Energy 910117891788 Dec 23	2,186.36			
			1010-LT-LT00-55040-000000-		489.42		
			910117893540 Dec 23		1,696.94		
			1010-LT-LT00-55040-000000-				
167606	12/08/2023	PRINTED	004024 Duke Energy	19,666.34			
			910117892169 Dec 23		370.54		
			5070-LT-LT01-55040-000000-				
			910117893277 Dec 23		734.72		
			5070-LT-LT02-55040-000000-				
			910117152342 Dec 23		345.00		
			5070-LT-LT03-55040-000000-				
			910117152384 Dec 23		1,140.94		
			5070-LT-LT03-55040-000000-				
			910117152417 Dec 23		834.47		
			5070-LT-LT03-55040-000000-				
			910117892218 Dec 23		1,349.81		
			5070-LT-LT04-55040-000000-				
			910117891233 Dec 23		1,664.74		
			5070-LT-LT06-55040-000000-				
			910117893590 Dec 23		2,345.20		
			5070-LT-LT07-55040-000000-				
			910117891366 Dec 23		517.28		
			5070-LT-LT09-55040-000000-				
			910117893649 Dec 23		1,121.83		
			5070-LT-LT10-55040-000000-				

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
910117891514	Dec 23		5070-LT-LT11-55040-000000-		1,205.84		
		INVOICE NO	ACCOUNT		AMOUNT		
		910117891415	Dec 23 5070-LT-LT12-55040-000000-		642.36		
		910117892250	Dec 23 5070-LT-LT12-55040-000000-		350.78		
		910117892630	Dec 23 5070-LT-LT13-55040-000000-		2,202.13		
		910117892490	Dec 23 5070-LT-LT17-55040-000000-		2,113.28		
		910119395892	Dec 23 5070-LT-LT19-55040-000000-		631.02		
		910117891960	Dec 23 5070-LT-LT20-55040-000000-		418.74		
		910117892721	Dec 23 5070-LT-LT25-55040-000000-		704.13		
		910117801798	Dec 23 5070-LT-LT28-55040-000000-		611.74		
		910119133256	Dec 23 5070-LT-LT29-55040-000000-		361.79		
167607	12/08/2023	PRINTED	004024 Duke Energy	3,453.49			
		910117891134	Dec 23 5070-LT-LT01-55040-000000-		169.46		
		910117892911	Dec 23 5070-LT-LT05-55040-000000-		266.69		
		910119395975	Dec 23 5070-LT-LT08-55040-000000-		146.35		
		910117152459	Dec 23 5070-LT-LT14-55040-000000-		322.43		
		910117891465	Dec 23 5070-LT-LT15-55040-000000-		77.03		
		910119396067	Dec 23 5070-LT-LT16-55040-000000-		306.02		
		910119395800	Dec 23 5070-LT-LT16-55040-000000-		113.10		
		910119396091	Dec 23 5070-LT-LT16-55040-000000-		137.21		
		910119395686	Dec 23 5070-LT-LT19-55040-000000-		273.28		
		910117891564	Dec 23 5070-LT-LT19-55040-000000-		340.88		
		910117892838	Dec 23 5070-LT-LT19-55040-000000-		258.45		
		910119396017	Dec 23 5070-LT-LT19-55040-000000-		58.98		
		910117893053	Dec 23 5070-LT-LT19-55040-000000-		156.24		
		910117891332	Dec 23 5070-LT-LT22-55040-000000-		117.06		
		910117892119	Dec 23 5070-LT-LT22-55040-000000-		202.11		
		910117893095	Dec 23 5070-LT-LT22-55040-000000-		56.56		
		910117892341	Dec 23 5070-LT-LT24-55040-000000-		191.34		
		910119395727	Dec 23 5070-LT-LT26-55040-000000-		101.02		
		910117892391	Dec 23 5070-LT-LT27-55040-000000-		85.18		
		910117401978	Dec 23 5070-LT-LT27-55040-000000-		74.10		
167608	12/08/2023	PRINTED	004024 Duke Energy	548.37			
		910119395933	Dec 23 5070-LT-LT16-55040-000000-		52.81		
		910117891605	Dec 23 5070-LT-LT22-55040-000000-		35.77		
		910117891704	Dec 23 5070-LT-LT22-55040-000000-		25.37		
		910117891928	Dec 23 5070-LT-LT22-55040-000000-		46.15		
		910117893491	Dec 23 5070-LT-LT22-55040-000000-		46.15		
		910117892789	Dec 23 5070-LT-LT22-55040-000000-		37.05		
		910117891085	Dec 23 5070-LT-LT23-55040-000000-		56.46		
		910117892060	Dec 23 5070-LT-LT25-55040-000000-		28.14		
		910118665792	Dec 23 5070-LT-LT25-55040-000000-		40.23		
		910117891283	Dec 23 5070-LT-LT25-55040-000000-		27.57		
		910117893467	Dec 23 5070-LT-LT25-55040-000000-		22.44		
		910117891184	Dec 23 5070-LT-LT25-55040-000000-		49.06		
		910118107656	Dec 23 5070-LT-LT27-55040-000000-		22.31		
		910117892888	Dec 23 5070-LT-LT27-55040-000000-		28.72		
		910118404280	Dec 23 5070-LT-LT27-55040-000000-		30.14		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167609	12/08/2023	PRINTED	004194 Eric Ryan	172.32			
			INVOICE NO	ACCOUNT	AMOUNT		
			Ryan 11/20/23	2090-PD-PD00-53410-000000-	172.32		
167610	12/08/2023	PRINTED	003393 Granicus, LLC 174499	9,751.22	9,751.22		
167611	12/08/2023	PRINTED	003071 Ivideo Technologies LLC 0009281-IN	2,364.00	2,364.00		
167612	12/08/2023	PRINTED	002253 Jamie's Mulch And Topsoil A27825 A27825 A27865 A27843	3,659.91	479.94 159.98 2,800.00 219.99		
167613	12/08/2023	PRINTED	004080 Jason Flick Flick 11/17/23 Flick 11/17/23	69.72	24.68 45.04		
167614	12/08/2023	PRINTED	004050 Kellie Byrd Byrd 12/01/23	13.40	13.40		
167615	12/08/2023	PRINTED	004182 Kevin Burger Burger 11/20/23	76.69	76.69		
167616	12/08/2023	PRINTED	001214 Kings Ford, Inc. 6337539/2	2,115.28	2,115.28		
167617	12/08/2023	PRINTED	002690 Medmutual Life 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7 032710254-7	2,068.13	132.13 16.00 779.47 686.00 46.00 40.00 18.40 5.20 61.20 8.00 83.20 44.80 8.00 40.00 99.73		
167618	12/08/2023	PRINTED	004125 Michele Hunkler Hunkler 12/06/23	76.22	76.22		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167619	12/08/2023	PRINTED	002776 Mike Castrucci Ford Inc	349.75			
			INVOICE NO ACCOUNT AMOUNT				
			143730 2090-PD-PD00-53510-000000-		98.87		
			144201 2090-PD-PD00-53510-000000-		250.88		
167620	12/08/2023	PRINTED	002095 oberer's Flowers	175.80			
			04696886 2090-PD-PD00-56040-000000-		87.90		
			04696878 2090-PD-PD00-56040-000000-		87.90		
167621	12/08/2023	PRINTED	001302 Ohio Economic Development	660.00			
			12274 1010-CD-CD00-53170-000000-		330.00		
			12165 1010-CD-CD00-53170-000000-		330.00		
167622	12/08/2023	PRINTED	002507 Performance Graphics	800.00			
			12/06/2023 2100-FD-FD00-57060-000000-		800.00		
167623	12/08/2023	PRINTED	000488 Pro Air Inc.	325.00			
			12951 2100-FD-FD00-53560-000000-		325.00		
167624	12/08/2023	PRINTED	004161 Raymond Jones	150.58			
			Jones 11/17/23 2090-PD-PD00-53410-000000-		150.58		
167625	12/08/2023	PRINTED	001267 Recker & Boerger	175.00			
			APLINVCS0175601 2100-FD-FD00-54010-000000-		175.00		
167626	12/08/2023	PRINTED	002747 Rush Truck Centers of Ohi	58,685.00			
			2402-02021 2030-RD-RD00-57060-000000-		51,349.38		
			2402-02021 2150-00-0000-57060-000000-		2,053.96		
			2402-02021 2170-00-0000-57060-000000-		293.43		
			2402-02021 2180-00-0000-57060-000000-		2,934.25		
			2402-02021 2190-00-0000-57060-000000-		2,053.98		
167627	12/08/2023	PRINTED	003777 Olga Onipko	20.00			
			41606 2090-PD-PD00-53190-000000-		20.00		
167628	12/08/2023	PRINTED	004010 Treasurer of State of Ohi	600.00			
			24L1690 2090-PD-PD00-53190-000000-		600.00		
167629	12/08/2023	PRINTED	003759 Unifirst Corporation	272.02			
			1340240381 1010-PK-PK00-54550-000000-		33.02		
			1340240381 1010-PK-PK00-54720-000000-		22.04		
			1340240381 1010-SV-SV00-54720-000000-		24.59		
			1340240381 2010-RD-RD00-54550-000000-		16.16		
			1340240381 2010-RD-RD00-54720-000000-		161.76		
			1340240381 2050-CE-CE00-54720-000000-		14.45		
167630	12/08/2023	PRINTED	004017 U.S. Bank National Associ	1,680.50			
			516441888 1010-AD-AD00-53550-000000-		272.52		
			516441888 1010-CD-CD00-53550-000000-		181.68		
			516441888 1010-AD-HR00-53550-000000-		90.84		



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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	516441888		2010-RD-RD00-53550-000000-		90.84		
	INVOICE NO		ACCOUNT	AMOUNT			
	516441888		2070-PI-PI00-53550-000000-		90.84		
	516441888		2090-DS-DS00-53550-000000-		45.42		
	516441888		2090-PD-PD00-53550-000000-		363.33		
	516441888		2100-DS-DS00-53550-000000-		45.42		
	516441888		2100-FD-FD00-53550-000000-		499.61		
167631	12/08/2023	PRINTED	000756 Vern's Florist	60.00			
	126760		6060-CE-CE00-56050-000000-		60.00		
167632	12/08/2023	PRINTED	004020 west Publishing Corporati	384.00			
	849435692		2090-PD-PD00-53170-000000-		384.00		
400858	12/08/2023	EFT	002414 4Imprint	4,263.34			
	11937033		2070-PI-PI00-56020-000000-		4,263.34		
400859	12/08/2023	EFT	001532 A-Plus Concrete & Excavat	33.00			
	11187		1010-AD-AD00-53530-000000-		33.00		
400860	12/08/2023	EFT	000008 Ace Hardware W.C. Inc.	6.50			
	35581/1		1010-PK-PK00-54010-000000-		12.99		
	35582/1		1010-PK-PK00-54010-000000-		-6.49		
400861	12/08/2023	EFT	003376 Across The Street Product	4,500.00			
	24184		2100-FD-FD00-53410-000000-		4,500.00		
400862	12/08/2023	EFT	003174 Amazon Fullfillment Servi	143.80			
	1XKK-6VCT-7WKX		1010-AD-AD00-54530-000000-		79.90		
	1F3X-VMWP-RYQY		1010-CD-CD00-54510-000000-		63.90		
400863	12/08/2023	EFT	001681 APCO International, Inc.	488.00			
	1039613-85632		2090-DS-DS00-53410-000000-		244.00		
	1039613-85632		2100-DS-DS00-53410-000000-		244.00		
400864	12/08/2023	EFT	004156 Arc Document Solutions LL	3,676.50			
	510HI9293365		1010-CD-CD00-53560-000000-		3,676.50		
400865	12/08/2023	EFT	003486 B & T Shaft & Gear Inc	310.66			
	53655		1010-PK-PK00-53510-000000-		310.66		
400866	12/08/2023	EFT	002918 NST Battery LLC	616.45			
	P68138925		2100-FD-FD00-54550-000000-		496.24		
	P56529468		2100-FD-FD00-54550-000000-		34.08		
	P62101652		2100-FD-FD00-54550-000000-		39.99		
	P63626011		2100-FD-FD00-54550-000000-		46.14		
400867	12/08/2023	EFT	000681 Best one Tire & Service o	851.50			
	5010030016		2110-EM-EM00-53510-000000-		851.50		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
400868	12/08/2023	EFT	000117 Bethesda Healthcare Inc.	153.00			
			INVOICE NO	ACCOUNT	AMOUNT		
			9920-470614a	2090-DS-DS00-53230-000000-	24.50		
			9920-470614a	2100-DS-DS00-53230-000000-	24.50		
			9920-470614b	2010-RD-RD00-53230-000000-	104.00		
400869	12/08/2023	EFT	000126 Bound Tree Medical LLC.	1,729.03			
			85169966	2100-FD-FD00-54550-000000-	192.43		
			85137724	2110-EM-EM00-54550-000000-	1,536.60		
400870	12/08/2023	EFT	000192 Ohio Newspapers Inc	1,197.00			
			I00812544-10292023	1010-AD-AD00-53720-000000-	177.84		
			I00815046	1010-CD-CD00-53720-000000-	136.80		
			I00815328	1010-CD-CD00-53720-000000-	882.36		
400871	12/08/2023	EFT	004135 Desert Diamond Industries	569.00			
			INV-006218	2100-FD-FD00-54010-000000-	569.00		
400872	12/08/2023	EFT	000634 Emcor Facilities Services	47,794.63			
			608397	1010-AD-AD00-53530-000000-	2,789.22		
			608397	1010-CD-CD00-53530-000000-	2,345.93		
			608397	2010-RD-RD00-53530-000000-	4,136.33		
			608397	2090-PD-PD00-53530-000000-	15,234.91		
			608398	1010-AD-AD00-53530-000000-	5,468.38		
			608398	2070-PI-PI00-53530-000000-	745.69		
			608399	1010-AD-AD00-53530-000000-	2,648.17		
			608399	2090-DS-DS00-53530-000000-	1,197.69		
			608399	2100-DS-DS00-53530-000000-	1,197.69		
			608401A	1010-PK-PK03-53530-000000-	339.34		
			608401A	1010-PK-PK04-53530-000000-	72.43		
			608401A	1010-PK-PK07-53530-000000-	123.80		
			608401A	1010-PK-PK11-53530-000000-	903.33		
			608401A	1010-PK-PK12-53530-000000-	59.32		
			608404	1010-PK-PK13-53530-000000-	123.80		
			608402	2050-CE-CE00-53530-000000-	822.22		
			608403	1010-AD-AD00-53530-000000-	210.01		
			608403	1010-CD-CD00-53530-000000-	175.01		
			608403	2010-RD-RD00-53530-000000-	297.52		
			608403	2090-PD-PD00-53530-000000-	1,067.58		
			608401B	1010-PK-PK11-53530-000000-	2,750.00		
			608400	2100-FD-FD00-53530-000000-	1,758.26		
			608665	2070-PI-PI00-53190-000000-	3,328.00		
400873	12/08/2023	EFT	002795 Equifax Information Servi	60.16			
			2058338591	2090-PD-PD00-53190-000000-	60.16		
400874	12/08/2023	EFT	000250 Extermital Termite & Pest	745.00			
			903315	2100-FD-FD00-55060-000000-	35.00		
			930635	2100-FD-FD00-55060-000000-	45.00		
			930675	2100-FD-FD00-55060-000000-	35.00		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
930638			2100-FD-FD00-55060-000000-		30.00		
		INVOICE NO	ACCOUNT		AMOUNT		
		930605	2100-FD-FD00-55060-000000-		90.00		
		937280	2100-FD-FD00-55060-000000-		45.00		
		938253	2100-FD-FD00-55060-000000-		45.00		
		938292	2100-FD-FD00-55060-000000-		35.00		
		938438	2100-FD-FD00-55060-000000-		30.00		
		937484	2100-FD-FD00-55060-000000-		30.00		
		937323	2100-FD-FD00-55060-000000-		35.00		
		937284	2100-FD-FD00-55060-000000-		30.00		
		937253	2100-FD-FD00-55060-000000-		90.00		
		938998	2100-FD-FD00-55060-000000-		45.00		
		938971	2100-FD-FD00-55060-000000-		90.00		
		939032	2100-FD-FD00-55060-000000-		35.00		
400875	12/08/2023	EFT	003763 The Fechheimer Brothers C 2090-PD-PD00-54720-000000-	197.78	197.78		
400876	12/08/2023	EFT	002825 First Choice Coffee Servi 2100-FD-FD00-54530-000000- 2090-PD-PD00-54530-000000-	449.25	288.75 160.50		
400877	12/08/2023	EFT	003858 Flock Group Inc INV-27007 2130-00-0000-57050-000000- INV-27007 2140-00-0000-57050-000000- INV-27007 2150-00-0000-57050-000000- INV-27007 2180-00-0000-57050-000000- INV-27007 2190-00-0000-57050-000000- INV-27007 2700-PD-PD00-57050-000000-	86,000.00	7,500.00 12,500.00 12,500.00 12,500.00 10,000.00 31,000.00		
400878	12/08/2023	EFT	000273 Frost Brown Todd LLC 210411866A 1010-AD-AD00-53110-000000- 210411823A 2090-PD-PD00-53110-000000- 210411986 1010-AD-AD00-53110-000000- 210411986 2010-RD-RD00-53110-000000- 210411986 2090-PD-PD00-53110-000000- 210411986 2100-FD-FD00-53110-000000-	64,855.10	3,348.00 4,032.00 28,605.00 1,386.00 9,843.60 17,640.50		
400879	12/08/2023	EFT	000277 Galls, LLC 026068823 2100-FD-FD00-54720-000000- 026095055 2100-FD-FD00-54720-000000- 026182240 2100-FD-FD00-54720-000000- 026188504 2100-FD-FD00-54720-000000- 026107653 2100-FD-FD00-54720-000000- 026013669 2100-FD-FD00-54720-000000- 026088135 2100-FD-FD00-54720-000000- 026147586 2100-FD-FD00-54720-000000- 026146501 2100-FD-FD00-54720-000000- 026168601 2100-FD-FD00-54720-000000- 026141056 2100-FD-FD00-54720-000000-	3,701.15	266.75 189.43 191.45 159.78 98.62 170.01 380.03 170.98 193.22 332.74 110.91		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	026050916		2100-FD-FD00-54720-000000-		190.81		
	INVOICE NO		ACCOUNT		AMOUNT		
	026062297		2100-FD-FD00-54720-000000-		153.34		
	026135070		2100-FD-FD00-54720-000000-		150.99		
	026024937		2100-FD-FD00-54720-000000-		170.50		
	026094923		2100-FD-FD00-54720-000000-		316.95		
	026189863		2100-FD-FD00-54720-000000-		377.16		
	026151285		2100-FD-FD00-54720-000000-		113.66		
	026151302		2100-FD-FD00-54720-000000-		340.98		
	026318764		2100-FD-FD00-54720-000000-		-377.16		
400880	12/08/2023	EFT	000277 Galls, LLC	366.81			
	026436689		2090-PD-PD00-54720-000000-		16.69		
	026436542		2700-PD-PD00-54720-000000-		33.38		
	026191118		2100-FD-FD00-54720-000000-		26.72		
	026061853		2100-FD-FD00-54720-000000-		58.01		
	026051142		2100-FD-FD00-54720-000000-		70.99		
	026127009		2100-FD-FD00-54720-000000-		55.45		
	026090529		2100-FD-FD00-54720-000000-		77.66		
	026176046		2100-FD-FD00-54720-000000-		27.91		
400881	12/08/2023	EFT	000280 Gateway Tire Company Inc.	494.28			
	30-0634715		2100-FD-FD00-53510-000000-		494.28		
400882	12/08/2023	EFT	000547 The Habegger Corp	14,888.88			
	81526100		2190-00-0000-57010-000000-		14,850.00		
	82103100		2190-00-0000-57010-000000-		38.88		
400883	12/08/2023	EFT	002500 HR Partners International	4,200.00			
	231206		1010-AD-HR00-53190-000000-		4,200.00		
400884	12/08/2023	EFT	003922 Insight Pipe Contracting	106,090.30			
	Pay Request #6		2750-AD-AD00-57040-ARPA21-		106,090.30		
400885	12/08/2023	EFT	001399 Jack Doheny Companies, In	200.00			
	213825		2010-RD-RD00-53510-000000-		200.00		
400886	12/08/2023	EFT	001453 John R. Jurgenson Company	61,119.32			
	30276664		2180-00-0000-57070-RPAVNG-		58,532.67		
	30276664		2190-00-0000-57070-RPAVNG-		2,586.65		
400887	12/08/2023	EFT	001462 Language Line Services	542.61			
	11163567		2090-PD-PD00-53190-000000-		30.00		
	11166337		2090-DS-DS00-53190-000000-		256.30		
	11166337		2100-DS-DS00-53190-000000-		256.31		
400888	12/08/2023	EFT	003062 Lexis Nexis Risk Data Man	721.98			
	1591256-20231130		2090-PD-PD00-53170-000000-		721.98		
400889	12/08/2023	EFT	004091 Lion First Responder PPE,	1,017.70			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	30199468		2100-FD-FD00-54550-000000-		1,017.70		
400890	12/08/2023	EFT	003474 Law Enforcement Risk Mgmt	150.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	237951		2250-PD-PD00-53410-000000-		150.00		
400891	12/08/2023	EFT	001934 world Fuel Services	4,683.10			
	November 2023		1010-PK-PK00-54710-000000-		161.59		
	November 2023		2030-RD-RD00-54710-000000-		2,538.76		
	November 2023		2100-FD-FD00-54710-000000-		660.67		
	November 2023		2110-EM-EM00-54710-000000-		1,322.08		
400892	12/08/2023	EFT	003961 Mattress Firm Inc	4,749.81			
	20231634		2100-FD-FD00-54010-000000-		4,749.81		
400893	12/08/2023	EFT	000410 McGill Smith Punshon Inc.	1,175.00			
	48728		2190-00-0000-57010-000000-		1,175.00		
400894	12/08/2023	EFT	003478 O'Reilly Auto Enterprises	801.10			
	1738-279134		2090-PD-PD00-53510-000000-		201.99		
	1738-314450		2010-RD-RD00-53510-000000-		199.22		
	1738-314657		2010-RD-RD00-53510-000000-		188.79		
	1738-314644		2100-FD-FD00-53510-000000-		29.97		
	1738-314007		2010-RD-RD00-53510-000000-		94.77		
	1738-314471		2010-RD-RD00-53510-000000-		-22.00		
	1738-315913		2090-PD-PD00-53510-000000-		108.36		
400895	12/08/2023	EFT	003831 ODP Business Solutions LL	519.59			
	341570217001		2100-FD-FD00-54510-000000-		162.50		
	338492524001		2100-FD-FD00-54510-000000-		357.09		
400896	12/08/2023	EFT	000475 Overhead Door of Cincinna	392.50			
	950360		2100-FD-FD00-53510-000000-		392.50		
400897	12/08/2023	EFT	002593 Phoenix Safety Outfitters	405.00			
	SI-140216		2100-FD-FD00-54550-000000-		405.00		
400898	12/08/2023	EFT	003856 Category Five Technologie	1,683.79			
	116679		2010-RD-RD00-53530-000000-		1,683.79		
400899	12/08/2023	EFT	000505 Rumpke of Ohio Inc.	215.20			
	1186452		1010-PK-PK04-53550-000000-		107.60		
	1186255		1010-PK-PK04-53550-000000-		107.60		
400900	12/08/2023	EFT	000761 staples Inc	52.39			
	3552364153		1010-AD-AD00-54510-000000-		52.39		
400901	12/08/2023	EFT	002609 stigler Supply Co.	160.00			
	452261		2100-FD-FD00-54550-000000-		160.00		

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
400902	12/08/2023	EFT	000536 Superior Implement Supply	221.23			
	INVOICE NO		ACCOUNT		AMOUNT		
	719673		1010-PK-PK00-53560-000000-		221.23		
400903	12/08/2023	EFT	003948 Titan Trophies & Apparel	229.81			
	1495		2100-FD-FD00-53190-000000-		150.00		
	1498		2100-FD-FD00-53190-000000-		49.81		
	1500		2100-FD-FD00-53190-000000-		30.00		
400904	12/08/2023	EFT	003909 City of Trenton	2,390.00			
	11/25/23 A		2090-PD-PD00-51120-000000-		487.50		
	11/25/23 B		2090-PD-PD00-51120-000000-		75.00		
	11/25/23 C		2090-PD-PD00-51120-000000-		682.50		
	11/25/23 D		2090-PD-PD00-51120-000000-		105.00		
	11/25/23 E		2090-PD-PD00-51120-000000-		325.00		
	11/25/23 F		2090-PD-PD00-51120-000000-		520.00		
	11/25/23 G		2090-PD-PD00-51120-000000-		195.00		
400905	12/08/2023	EFT	002725 Vercom Systems Inc	1,161.37			
	INV-72611		1010-AD-AD00-54830-000000-		85.09		
	INV-72611		1010-CD-CD00-54830-000000-		2.37		
	INV-72611		2010-RD-RD00-54830-000000-		23.63		
	INV-72611		2070-PI-PI00-54830-000000-		4.73		
	INV-72611		2090-DS-DS00-54830-000000-		4.73		
	INV-72611		2090-PD-PD00-54830-000000-		68.55		
	INV-72611		2100-DS-DS00-54830-000000-		4.73		
	INV-72611		2100-FD-FD00-54830-000000-		21.27		
	INV-72611		2110-EM-EM00-54830-000000-		21.27		
	INV-72430		2190-00-0000-57010-000000-		925.00		
400906	12/08/2023	EFT	001387 White Cap LP	29.99			
	50024682556		2050-CE-CE00-54550-000000-		29.99		
400907	12/08/2023	EFT	001591 Zoll Data Systems, Inc.	1,537.80			
	INV00156653		2100-FD-FD00-54550-000000-		1,537.80		
			113 CHECKS	CASH ACCOUNT TOTAL	567,745.58		.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
113 CHECKS	FINAL TOTAL	567,745.58	.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
1402	12/12/2023	MANUAL	003159 Charter Communications	36.89			
	INVOICE NO		ACCOUNT		AMOUNT		
	0227194	11/30/23	2030-RD-RD00-55060-000000-		36.89		
1403	12/13/2023	MANUAL	002837 First Financial Bank Cred Vanguard 10/30/23	272.52	272.52		
			2100-FD-FD00-53190-000000-				
1404	12/13/2023	MANUAL	002837 First Financial Bank Cred Costco 11/4/23	55.16	55.16		
			2100-FD-FD00-54530-000000-				
1405	12/13/2023	MANUAL	002837 First Financial Bank Cred WM Super Ctr 11/3/23	252.08	252.08		
			2100-FD-FD00-54530-000000-				
1406	12/13/2023	MANUAL	002837 First Financial Bank Cred Party City 11/3/23	18.00	18.00		
			2100-FD-FD00-54530-000000-				
1407	12/13/2023	MANUAL	002837 First Financial Bank Cred Vanguard credit 11/2	-16.63	-16.63		
			2100-FD-FD00-53190-000000-				
1408	12/13/2023	MANUAL	002837 First Financial Bank Cred Hotel 11/28/23	676.79	676.79		
			2100-FD-FD00-53410-000000-				
1409	12/13/2023	MANUAL	002837 First Financial Bank Cred Phoenix 11/7/23	60.00	60.00		
			2100-FD-FD00-53410-000000-				
1410	12/13/2023	MANUAL	002837 First Financial Bank Cred Natl Emerg 11/10/23	347.84	347.84		
			2100-FD-FD00-53410-000000-				
1411	12/13/2023	MANUAL	002837 First Financial Bank Cred Fireemsbks 11/20/23	120.92	120.92		
			2100-FD-FD00-53410-000000-				
1412	12/13/2023	MANUAL	002837 First Financial Bank Cred Fireemsbks 11/22/23	-6.96	-6.96		
			2100-FD-FD00-53410-000000-				
1413	12/13/2023	MANUAL	002837 First Financial Bank Cred Laserfiche11/22/23	683.67	683.67		
			2100-FD-FD00-53410-000000-				
1414	12/13/2023	MANUAL	002837 First Financial Bank Cred Dunkin 10/31/23	31.17	31.17		
			2100-FD-FD00-54550-000000-				
1415	12/13/2023	MANUAL	002837 First Financial Bank Cred Dunkin 11/1/23	12.99	12.99		
			2100-FD-FD00-54550-000000-				
1416	12/13/2023	MANUAL	002837 First Financial Bank Cred Dunkin 11/2/23	12.99	12.99		
			2100-FD-FD00-54550-000000-				
1417	12/13/2023	MANUAL	002837 First Financial Bank Cred Holiday Inn 11/16/23	582.82	582.82		
			2250-PD-PD00-53410-000000-				
1418	12/13/2023	MANUAL	002837 First Financial Bank Cred	582.82			



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
			Holiday Inn 11/16 2250-PD-PD00-53410-000000-		582.82		
1419	12/13/2023	MANUAL	002837 First Financial Bank Cred	52.65			
			INVOICE NO ACCOUNT AMOUNT				
			Speedway 11/16/23 2250-PD-PD00-53410-000000-		52.65		
1420	12/13/2023	MANUAL	002837 First Financial Bank Cred	122.20			
			Avid Hotel 11/17/23 2250-PD-PD00-53410-000000-		122.20		
1421	12/13/2023	MANUAL	002837 First Financial Bank Cred	150.00			
			WPAegean 11/22/23 2250-PD-PD00-53410-000000-		150.00		
1422	12/13/2023	MANUAL	002837 First Financial Bank Cred	44.50			
			Shell Oil 11/14/23 2250-PD-PD00-53410-000000-		44.50		
1423	12/13/2023	MANUAL	002837 First Financial Bank Cred	3.09			
			Mapco 11/14/23 2250-PD-PD00-53410-000000-		3.09		
1424	12/13/2023	MANUAL	002837 First Financial Bank Cred	36.95			
			Shell Oil 11/18/23 2250-PD-PD00-53410-000000-		36.95		
1425	12/13/2023	MANUAL	002837 First Financial Bank Cred	1,000.00			
			Mission BBQ 11/1/23 2100-FD-FD00-54550-000000-		1,000.00		
1426	12/13/2023	MANUAL	002837 First Financial Bank Cred	1,402.40			
			Mission BBQ 11/1/23 2100-FD-FD00-54550-000000-		1,402.40		
1428	12/14/2023	MANUAL	002837 First Financial Bank Cred	31.57			
			BobEvans 10/31/23 1010-AD-AD00-54530-000000-		31.57		
1429	12/14/2023	MANUAL	002837 First Financial Bank Cred	102.44			
			Dominos 11/2/23 1010-AD-AD00-54530-000000-		102.44		
1430	12/14/2023	MANUAL	002837 First Financial Bank Cred	39.00			
			Saigon Noodle 11/14 1010-AD-AD00-54530-000000-		39.00		
1431	12/14/2023	MANUAL	002837 First Financial Bank Cred	9.29			
			Doordash 11/14/23 1010-AD-AD00-54530-000000-		9.29		
1432	12/14/2023	MANUAL	002837 First Financial Bank Cred	47.04			
			Skyline 11/15/23 1010-AD-AD00-54530-000000-		47.04		
1433	12/14/2023	MANUAL	002837 First Financial Bank Cred	42.47			
			Firstwatch 11/17/23 1010-AD-AD00-54530-000000-		42.47		
1434	12/14/2023	MANUAL	002837 First Financial Bank Cred	86.03			
			MellowMushroom 11/20 1010-AD-AD00-54530-000000-		86.03		
167633	12/14/2023	PRINTED	000615 Altafiber	230.59			
			122-6977 Dec 23 2100-FD-FD00-55010-000000-		74.98		

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
	127-7424	Dec 23	2100-FD-FD00-55010-000000-		74.98		
	INVOICE NO		ACCOUNT	AMOUNT			
	131-2728	Dec 23	2030-RD-RD00-55010-000000-		80.63		
167634	12/14/2023	PRINTED	003301 Fabricare Textiles LLC 11/01/23-11/30/23 2090-PD-PD00-54720-000000-	962.25	962.25		
167635	12/14/2023	PRINTED	001334 Duke Energy 910119395842 Nov 23 1010-LT-LT00-55040-000000- 910117891746 Nov 23 1010-AD-AD00-55060-000000-	212.82	28.03 184.79		
167636	12/14/2023	PRINTED	004024 Duke Energy 910117892309 Dec 23 5070-LT-LT22-55040-000000- 910117893235 Dec 23 5070-LT-LT22-55040-000000- 910117196609 Dec 23 5070-LT-LT10-55040-000000- 930000024706 Dec 23 5070-LT-LT21-55040-000000-	714.14	29.68 17.24 48.21 619.01		
167637	12/14/2023	PRINTED	000585 Grainger Inc. 9918680803 2090-PD-PD00-54550-000000- 9917718752 2090-PD-PD00-54550-000000- 9919913153 2010-RD-RD00-53560-000000- 9924124234 2100-FD-FD00-54550-000000- 9920452910 2100-FD-FD00-53530-000000-	787.20	44.36 11.09 200.86 168.12 362.77		
167638	12/14/2023	PRINTED	000338 Interstate Batteries 32006411 1010-AD-AD00-54550-EMGTLR-	114.48	114.48		
167639	12/14/2023	PRINTED	004050 Kellie Byrd Byrd 12/11/23 1010-AD-AD00-56040-000000- Byrd 12/08/23 2740-00-0000-53190-000000-	110.27	54.72 55.55		
167640	12/14/2023	PRINTED	004019 West Chester Liberty Cham 4946 2100-FD-FD00-53410-000000-	35.00	35.00		
167641	12/14/2023	PRINTED	004048 Lisa Brown Brown 12/07/23 1010-AD-AD00-54530-000000-	55.50	55.50		
167642	12/14/2023	PRINTED	000780 Lowes lowes802126336-A 2100-FD-FD00-57050-000000- lowes805002885-B 2100-FD-FD00-57010-000000-	28,120.55	10,464.78 17,655.77		
167643	12/14/2023	PRINTED	002776 Mike Castrucci Ford Inc 144393 2100-FD-FD00-53510-000000- 144463 2090-PD-PD00-53510-000000-	248.96	149.96 99.00		
167644	12/14/2023	PRINTED	000457 Noel's Plumbing Supply In 0207046-IN 2100-FD-FD00-53530-000000-	49.11	49.11		
167645	12/14/2023	PRINTED	002507 Performance Graphics 12/06/2023-doorlogos 2100-FD-FD00-54550-000000-	249.00	249.00		

AP CHECK RECONCILIATION REGISTER

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167646	12/14/2023	PRINTED	003630 Pfmw Liberty LLC	85.20			
			INVOICE NO	ACCOUNT	AMOUNT		
			November - 1538	1010-AD-HR00-56040-000000-	85.20		
167647	12/14/2023	PRINTED	001267 Recker & Boerger	2,478.00			
			APLINVC50175335	2190-00-0000-57010-000000-		2,478.00	
167648	12/14/2023	PRINTED	003159 Charter Communications	748.71			
			135356201120123	2100-FD-FD00-55060-000000-		362.59	
			135356301120723	2070-PI-PI00-55060-000000-		386.12	
167649	12/14/2023	PRINTED	004021 Verizon wireless (Subpoen	115.00			
			9022342034	2090-PD-PD00-53190-000000-		115.00	
167650	12/15/2023	PRINTED	000615 Altafiber	450.87			
			860-1946 Dec 23	1010-PK-PK11-55010-000000-		98.16	
			860-9226 Dec 23	1010-PK-PK13-55010-000000-		75.74	
			779-0071 Dec 23	1010-AD-AD00-55010-000000-		176.09	
			860-5544 Dec 23	2100-FD-FD00-55010-000000-		100.88	
167651	12/15/2023	PRINTED	000753 Great American Financial	495.00			
			12/15/23	2090-00-0000-22520-000000-000000		495.00	
167652	12/15/2023	PRINTED	000969 International City/County	1,028.00			
			504516 2024	1010-AD-AD00-53170-000000-		1,028.00	
167653	12/15/2023	PRINTED	000409 McCluskey Chevrolet Inc.	21.00			
			531273	1010-CD-CD00-53510-000000-		21.00	
167654	12/15/2023	PRINTED	000755 Ohio Public Employees Def	26,579.20			
			Oh Dfrd 12/15/23	1010-00-0000-22520-000000-000000		4,245.00	
			Oh Dfrd 12/15/23	2090-00-0000-22520-000000-000000		13,408.52	
			Oh Dfrd 12/15/23	2100-00-0000-22520-000000-000000		6,720.68	
			Oh Dfrd 12/15/23	2110-00-0000-22520-000000-000000		200.00	
			Oh Dfrd 12/15/23	2040-00-0000-22520-000000-000000		1,710.00	
			Oh Dfrd 12/15/23	2070-00-0000-22520-000000-000000		295.00	
167655	12/15/2023	PRINTED	000488 Pro Air Inc.	267.00			
			12682	2100-FD-FD00-54010-000000-		267.00	
167656	12/15/2023	PRINTED	003852 Quadient Leasing USA Inc	772.44			
			Q1073937	1010-AD-AD00-53550-000000-		772.44	
167657	12/15/2023	PRINTED	001329 Security Benefit Group	9,570.00			
			611021 12/15/23	1010-00-0000-22520-000000-000000		1,050.00	
			611021 12/15/23	2090-00-0000-22520-000000-000000		1,938.75	
			611021 12/15/23	2100-00-0000-22520-000000-000000		5,443.75	
			611021 12/15/23	2110-00-0000-22520-000000-000000		693.75	
			611021 12/15/23	2040-00-0000-22520-000000-000000		243.75	

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	611021	12/15/23	5080-00-0000-22520-000000-000000		200.00		
167658	12/15/2023	PRINTED	003759 Unifirst Corporation	272.02			
		INVOICE NO	ACCOUNT		AMOUNT		
		1340243802	1010-PK-PK00-54550-000000-		33.02		
		1340243802	1010-PK-PK00-54720-000000-		22.04		
		1340243802	1010-SV-SV00-54720-000000-		24.59		
		1340243802	2010-RD-RD00-54550-000000-		16.16		
		1340243802	2010-RD-RD00-54720-000000-		161.76		
		1340243802	2050-CE-CE00-54720-000000-		14.45		
400908	12/14/2023	EFT	000002 A & A Safety, Inc.	1,507.00			
		196778	2010-RD-RD01-54550-000000-		1,062.00		
		197171	2010-RD-RD01-54550-000000-		445.00		
400909	12/14/2023	EFT	000012 ADP Inc.	5,031.19			
		648486386	1010-AD-AD00-53190-000000-		219.58		
		648486386	1010-CD-CD00-53190-000000-		171.84		
		648486386	1010-AD-AD02-53190-000000-		28.64		
		648486386	1010-PK-PK00-53190-000000-		47.73		
		648486386	1010-AD-AD03-53190-000000-		9.55		
		648486386	1010-SV-SV00-53190-000000-		66.83		
		648486386	2040-RD-RD00-53190-000000-		319.82		
		648486386	2050-CE-CE00-53190-000000-		38.19		
		648486386	2070-PI-PI00-53190-000000-		95.47		
		648486386	2090-DS-DS00-53190-000000-		138.43		
		648486386	2090-PD-PD00-53190-000000-		1,952.33		
		648486386	2100-DS-DS00-53190-000000-		138.43		
		648486386	2100-FD-FD00-53190-000000-		1,675.47		
		648486386	2110-EM-EM00-53190-000000-		109.79		
		648486386	5080-RD-RD00-53190-000000-		19.09		
400910	12/14/2023	EFT	000016 Aero oil Company of Cincinnati	991.95			
		188213	2100-FD-FD00-54550-000000-		439.00		
		188257	2010-RD-RD00-53510-000000-		184.30		
		188257	2090-PD-PD00-53510-000000-		184.30		
		188257	2100-FD-FD00-53510-000000-		92.18		
		188257	2110-EM-EM00-53510-000000-		92.17		
400911	12/14/2023	EFT	003337 Airgas, Inc.	44.06			
		5503806979	2010-RD-RD00-53550-000000-		44.06		
400912	12/14/2023	EFT	003174 Amazon Fullfillment Servi	3,347.15			
		1VKT-MRPK-TR4Y	1010-PK-PK10-54550-000000-		71.79		
		19RJ-JCCP-PNQ1	1010-SV-SV99-54010-000000-		421.00		
		1DD1-MDCY-MCLM	1010-AD-HR00-56040-000000-		402.24		
		1J74-XD7W-N6KD (A)	2090-PD-PD00-54510-000000-		95.52		
		1J74-XD7W-N6KD (A)	2090-PD-PD00-54550-000000-		72.20		
		13Q7-4PNW-XYP6	2090-PD-PD00-54510-000000-		9.99		
		1TT7-Q6PF-J36Xa	1010-AD-HR00-56040-000000-		465.73		

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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
			1TT7-Q6PF-J36xb	1010-AD-HR00-56040-000000-	727.35		
			INVOICE NO	ACCOUNT	AMOUNT		
			1G7J-P6HL-J4CJ	2010-RD-RD00-54510-000000-	53.22		
			1VKQ-K6DC-GC3F	2010-RD-RD00-53510-000000-	219.95		
			1VKQ-K6DC-GC3F	2010-RD-RD00-54510-000000-	153.12		
			1MNR-3D76-14GQ	2100-FD-FD00-54550-000000-	72.93		
			1GL1-RRPV-DDTK	1010-AD-HR00-56040-000000-	102.76		
			1GL1-RRPV-DDTKa	1010-AD-HR00-56040-000000-	322.55		
			1J74-XD7W-N6KD (B)	2090-PD-PD00-54010-000000-	156.80		
400913	12/14/2023	EFT	000117 Bethesda Healthcare Inc.	637.10			
			9788-469860	1010-AD-AD00-52210-000000-	43.70		
			9788-469860	1010-CD-CD00-52210-000000-	23.00		
			9788-469860	1010-PK-PK00-52210-000000-	6.90		
			9788-469860	1010-SV-SV00-52210-000000-	9.20		
			9788-469860	2040-RD-RD00-52210-000000-	47.73		
			9788-469860	2050-CE-CE00-52210-000000-	4.60		
			9788-469860	2070-PI-PI00-52210-000000-	11.50		
			9788-469860	2090-DS-DS00-52210-000000-	23.92		
			9788-469860	2090-PD-PD00-51010-000000-	220.23		
			9788-469860	2100-DS-DS00-52210-000000-	12.88		
			9788-469860	2100-FD-FD00-52210-000000-	231.14		
			9788-469860	5080-RD-RD00-52210-000000-	2.30		
400914	12/14/2023	EFT	004196 Bricker Graydon LLP	4,250.00			
			2016627	1010-AD-HR00-53190-000000-	4,250.00		
400915	12/14/2023	EFT	003763 The Fechheimer Brothers C	244.12			
			000281776	2700-PD-PD00-54720-000000-	244.12		
400916	12/14/2023	EFT	002825 First Choice Coffee Servi	459.20			
			284432	2090-DS-DS00-54530-000000-	39.64		
			284432	2100-DS-DS00-54530-000000-	39.63		
			356191	2090-PD-PD00-54530-000000-	216.87		
			357299	2090-DS-DS00-54530-000000-	15.47		
			357299	2100-DS-DS00-54530-000000-	15.48		
			356186	2010-RD-RD00-54530-000000-	132.11		
400917	12/14/2023	EFT	000320 Horton Emergency Vehicles	129.54			
			187141	2100-FD-FD00-53510-000000-	129.54		
400918	12/14/2023	EFT	002655 Kimball Midwest	273.19			
			101689326	2010-RD-RD00-54010-000000-	273.19		
400919	12/14/2023	EFT	002441 Menard, Inc.	109.98			
			71302	1010-PK-PK10-56030-PNRXMS-	109.98		
400920	12/14/2023	EFT	000447 Murphy Supply Company	158.95			
			211073	2010-RD-RD00-54550-000000-	158.95		

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
400921	12/14/2023	EFT	002668 National Hose Testing Spe	658.80			
	INVOICE NO		ACCOUNT		AMOUNT		
	01479		2100-FD-FD00-53190-000000-		658.80		
400922	12/14/2023	EFT	003831 ODP Business Solutions LL	479.78			
	338258013001		2100-FD-FD00-54510-000000-		290.27		
	344078819001		2100-FD-FD00-54510-000000-		189.51		
400923	12/14/2023	EFT	000474 One Stop Tool Rental	70.00			
	64845-1		1010-PK-PK00-54010-000000-		70.00		
400924	12/14/2023	EFT	003378 Path Master, Inc.	4,294.00			
	INV128104		2100-FD-FD00-54550-000000-		4,294.00		
400925	12/14/2023	EFT	000494 Reading Rock	280.12			
	IR0027286		2010-RD-RD00-54550-IHCLVT-		280.12		
400926	12/14/2023	EFT	000505 Rumpke of Ohio Inc.	596.22			
	3942964		1010-PK-PK00-54550-000000-		596.22		
400927	12/14/2023	EFT	003938 Strategic Ohio Council Fo	2,200.25			
	13669		1010-PK-PK00-53190-000000-		1,100.12		
	13669		2040-RD-RD00-53190-000000-		1,100.13		
400928	12/14/2023	EFT	000536 Superior Implement Supply	62.16			
	719720		1010-PK-PK00-53560-000000-		61.56		
	719721		1010-PK-PK00-53560-000000-		.60		
400929	12/14/2023	EFT	003909 City of Trenton	737.10			
	12/09/23 A		2090-PD-PD00-51120-000000-		195.00		
	12/09/23 B		2090-PD-PD00-51120-000000-		347.10		
	12/09/23 C		2090-PD-PD00-51120-000000-		195.00		
400930	12/14/2023	EFT	003219 Tri-State Public Safety	1,025.00			
	3515		2100-FD-FD00-53510-000000-		1,025.00		
400931	12/14/2023	EFT	003385 Triad Technologies, LLC.	19.10			
	61846262		2010-RD-RD00-53510-000000-		19.10		
400932	12/14/2023	EFT	000573 Valley Asphalt Corporatio	141.00			
	124379		2010-RD-RD00-54550-IHPAVE-		141.00		
400933	12/14/2023	EFT	000583 Vogelpohl Fire Equipment,	2,230.57			
	4009065		2100-FD-FD00-54550-000000-		1,550.66		
	4009112		2100-FD-FD00-54550-000000-		679.91		
400934	12/14/2023	EFT	002275 Will-Son Distributing Co.	272.40			
	SAB4819		2010-RD-RD00-53510-000000-		90.79		
	SAB4819		2090-PD-PD00-53510-000000-		90.79		
	SAB4819		2100-FD-FD00-53510-000000-		45.41		

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
			SAB4819 2110-EM-EM00-53510-000000-		45.41		
400935	12/15/2023	EFT	002422 AFSCME Ohio Council 8, Lo	424.80			
			INVOICE NO ACCOUNT AMOUNT				
	12/15/23	Dues	1010-00-0000-22510-000000-000000		53.10		
	12/15/23	Dues	2090-00-0000-22510-000000-000000		13.26		
	12/15/23	Dues	2100-00-0000-22510-000000-000000		13.28		
	12/15/23	Dues	2110-00-0000-22510-000000-000000		13.28		
	12/15/23	Dues	2040-00-0000-22510-000000-000000		278.78		
	12/15/23	Dues	5080-00-0000-22510-000000-000000		26.55		
	12/15/23	Dues	2050-00-0000-22510-000000-000000		26.55		
400936	12/15/2023	EFT	003174 Amazon Fullfillment Servi	172.77			
			1LFH-YGQ4-Q3KY 2070-PI-PI00-54010-000000-		77.35		
			1XNV-TF7K-L1CL (A) 2090-PD-PD00-54550-000000-		18.46		
			1XNV-TF7K-L1CL (B) 2090-PD-PD00-54510-000000-		59.99		
			1XNV-TF7K-L1CL (C) 2090-PD-PD00-54510-000000-		16.97		
400937	12/15/2023	EFT	001471 CDW Government Inc.	19,129.60			
			NH78624 1010-AD-AD00-54830-000000-		2,869.45		
			NH78624 1010-CD-CD00-54830-000000-		1,147.78		
			NH78624 2010-RD-RD00-54830-000000-		1,339.07		
			NH78624 2070-PI-PI00-54830-000000-		382.59		
			NH78624 2090-DS-DS00-54830-000000-		382.59		
			NH78624 2090-PD-PD00-54830-000000-		8,034.43		
			NH78624 2100-DS-DS00-54830-000000-		382.59		
			NH78624 2100-FD-FD00-54830-000000-		2,295.55		
			NH78624 2110-EM-EM00-54830-000000-		2,295.55		
400938	12/15/2023	EFT	000192 Ohio Newspapers Inc	427.50			
			I00815700 1010-CD-CD00-53720-000000-		167.58		
			I00815705 1010-CD-CD00-53720-000000-		191.52		
			I00815331 1010-CD-CD00-53720-000000-		68.40		
400939	12/15/2023	EFT	002825 First Choice Coffee Servi	77.96			
			356187 1010-CD-CD00-54540-000000-		77.96		
400940	12/15/2023	EFT	000754 F.O.P. Lodge #186	2,042.50			
			FOP 186 12/15/23 2090-00-0000-22510-000000-000000		2,042.50		
400941	12/15/2023	EFT	003047 Roquemore Enterprises Inc	285.00			
			2021-42668 2010-RD-RD00-53510-000000-		285.00		
400942	12/15/2023	EFT	000447 Murphy Supply Company	896.85			
			211155 1010-PK-PK00-54550-000000-		716.90		
			211155 2010-RD-RD00-54540-000000-		179.95		
400943	12/15/2023	EFT	003479 Prudential Retirement Ins	1,570.00			
			003518 12/15/23 2100-00-0000-22520-000000-000000		1,570.00		

**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
400944	12/15/2023	EFT	000761 Staples Inc	209.79			
		INVOICE NO	ACCOUNT	AMOUNT			
		3553221132	1010-CD-CD00-54510-000000-		192.30		
		3553221135	1010-CD-CD00-54510-000000-		17.49		
400945	12/15/2023	EFT	001387 white Cap LP	120.72			
	10019197556		2010-RD-RD00-54720-000000-		120.72		
		96 CHECKS	CASH ACCOUNT TOTAL	137,272.43	.00		



AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
96 CHECKS	FINAL TOTAL	137,272.43	.00

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Requisition Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Frost Brown Todd LLC - \$52,720.73 - Legal Services through November 30, 2023 (various departments)

<b>Background:</b>										
<p>For legal services through November 30, 2023:</p> <table> <tr> <td>Administration</td> <td>23,133.34</td> </tr> <tr> <td>Police</td> <td>9,327.00</td> </tr> <tr> <td>Fire</td> <td>19,864.39</td> </tr> <tr> <td>UCB TIF</td> <td>396.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$52,720.73</b></td> </tr> </table>	Administration	23,133.34	Police	9,327.00	Fire	19,864.39	UCB TIF	396.00	<b>Total</b>	<b>\$52,720.73</b>
Administration	23,133.34									
Police	9,327.00									
Fire	19,864.39									
UCB TIF	396.00									
<b>Total</b>	<b>\$52,720.73</b>									

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational, TIF	
	<b>CIP #:</b>		
	<b>TIF Info:</b>	UCB	
	<b>Purchase Order:</b>	23002321	<b>Total Encumbrance:</b>

Invoice Date Invoice #	Invoice 210417261 12/14/23	Invoice 210417277A 12/14/23							Total	Retainer	Total
<b>Department</b>											
Admin	29,133.34								29,133.34	6,000.00	23,133.34
Mulhauser Barn	0.00								0.00		0.00
Roads	0.00								0.00		0.00
Cemetery	0.00								0.00		0.00
PIE	0.00								0.00		0.00
Police	4,917.00	4,410.00							9,327.00		9,327.00
Fire	19,864.39								19,864.39		19,864.39
EMS	0.00								0.00		0.00
DS	0.00								0.00		0.00
CBD TIF	0.00								0.00		0.00
UCB TIF	396.00								396.00		396.00
747 TIF	0.00								0.00		0.00
	<b>54,310.73</b>	<b>4,410.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>58,720.73</b>	<b>6,000.00</b>	<b>52,720.73</b>

<b>Accounting Reconciliation of Primary Invoice</b>												
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
528.00					297.00	1,782.00				396.00		3,003.00
3,894.00					429.00	66.00						4,389.00
14,916.94					1,155.00	3,170.00						19,241.94
1,089.00					3,036.00	5,802.50						9,927.50
8,705.40						166.89						8,872.29
						8,877.00						8,877.00
												-
												-
												-
												-
<b>29,133.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,917.00</b>	<b>19,864.39</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>396.00</b>	<b>0.00</b>	<b>54,310.73</b>

**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  
December 14, 2023  
Bill # 210417277A  
Account # [REDACTED]

**Claim Number: OTR020982A1**

**RE:** [REDACTED]

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For Professional Services Rendered Through November 30, 2023	4,410.00
<b>TOTAL THIS BILL:</b>	<b>4,410.00</b>
<b>TOTAL AMOUNT DUE:</b>	<b>4,410.00</b>

All amounts are in USD

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

**Wire Transfer Information:**

Account Name: Frost Brown Todd 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  
December 14, 2023  
Bill # 210417261  
Account # [REDACTED]

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For Professional Services Rendered Through November 30, 2023	50,285.40
Expenses Through November 30, 2023	4,025.33
<b>TOTAL THIS BILL:</b>	<b>54,310.73</b>
Less Prepayments	6,000.00
<b>TOTAL THIS BILL:</b>	<b>48,310.73</b>

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All amounts are in USD

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

**Wire Transfer Information:**

Account Name: Frost Brown Todd 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 November 30, 2023**

<b>Matter #</b>	<b>Matter Description</b>	<b>Fees</b>	<b>Disbursements</b>	<b>PrePay Amount</b>	<b>Total</b>
0265899	[REDACTED]	825.00	0.00	0.00	825.00
0268857	[REDACTED]	3,894.00	0.00	0.00	3,894.00
0315629	[REDACTED]	14,817.00	99.94	0.00	14,916.94
0354458	[REDACTED]	1,485.00	0.00	0.00	1,485.00
0474490	[REDACTED]	10,916.40	0.00	6,000.00	4,916.40
0756374	[REDACTED]	66.00	0.00	0.00	66.00
0758536	[REDACTED]	0.00	3,170.00	0.00	3,170.00
0761832	[REDACTED]	5,049.00	753.50	0.00	5,802.50
0764019	[REDACTED]	1,155.00	0.00	0.00	1,155.00
0771364	[REDACTED]	165.00	1.89	0.00	166.89
0776566	[REDACTED]	3,036.00	0.00	0.00	3,036.00
0776666	[REDACTED]	8,877.00	0.00	0.00	8,877.00
<b>Total</b>		<b>50,285.40</b>	<b>4,025.33</b>	<b>6,000.00</b>	<b>48,310.73</b>

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Requisition Item
<b>Submitted By:</b>	
Dennis Dick, Director of Communications and Information Technology	

<b>Motion:</b>
Sayers Company - \$11,269.34 - Renew annual maintenance and support for NetMotion licenses

<b>Background:</b>
Request approval to renew annual maintenance and support on NetMotion application and licenses for a term of 1/1/2024 to 12/31/2024.
NetMotion provides secure access control and connectivity between mobile computers/devices and the Township network. This software allows for remote management and login controls for all mobile devices including laptops and public safety MDCs and is a requirement for access to certain state databases.
This renewal is required to provide continued connectivity to mobile computers/devices.
Thank you for your consideration

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational	
	<b>CIP #:</b>		
	<b>TIF Info:</b>		
	<b>Purchase Order:</b>	23002275	<b>Total Encumbrance:</b>



www.sayers.com -

PREPARED BY

Peggy Kerber  
Sales Support  
847-391-4066  
Mobile:  
pkerber@sayers.com

PREPARED FOR

**West Chester Ohio Police Department**  
West Chester, Ohio 45069  
  
Dennis Dick  
ddick@westchesteroh.org  
(513) 759-7291

QUOTE INFORMATION

Quote #: 022377  
Version: 1  
Delivery Date: Oct 03, 2023  
Expiration Date: Nov 02, 2023  
Terms: Net 30

### NetMotion 1 Year Subscription Renewal for 105 Licenses

PART #	DESCRIPTION	SERIAL #	COVERAGE START DATE	COVERAGE END DATE	PRICE	QTY	EXT. PRICE
NMCOMPCO NRNW	<b>Full access to the Absolute platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions.</b>		1/1/24	12/31/24	\$11,269.34	1	\$11,269.34

Subtotal **\$11,269.34**

### Quote Summary

DESCRIPTION	AMOUNT
NetMotion 1 Year Subscription Renewal for 105 Licenses	\$11,269.34
<b>Total</b>	<b>\$11,269.34</b>

Terms & Conditions

- All pricing, fees, and amounts listed are exclusive of taxes, duties, shipping fees, and similar amounts, all of which are the Customer's responsibility.
- We reserve the right to cancel orders arising from pricing or other errors.
- The items in this quote may be non-cancellable or non-returnable once ordered.
- The pricing and payment terms offered in this quote are subject to approved credit.

To accept this quote and place your order, please submit a Purchase order to your account executive referencing this quote number.



# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Requisition Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Emcor Facilities Services, Inc. - \$13,416.06 - Replace one security system card reader

<b>Background:</b>
<p>The Police Department is requesting Trustee approval for the replacement of one security system card reader panel.</p> <p>As part of the security system for the entire Safety Services Center, there are multiple card reader panels throughout the building that control the security card reader panels on all the doors. All card reader panels are original and now 19 1/2 years old. Unfortunately, service parts and compatible panels are no longer available to repair failed units and will ultimately need to be replaced. The purchase will use TIF funds for replacement.</p> <p>The Police Department is requesting a Purchase Order in the amount of \$13,416.06 which includes a 10% contingency.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A; TIF		
	<b>CIP #:</b>			
	<b>TIF Info:</b>	219		
	<b>Purchase Order:</b>	REQ 23002315	<b>Total Encumbrance:</b>	\$ 13,416.06

December 11, 2023

E0020R3

Courtney

**Reference: Security Access Panel**

**Scope of Work:**

- **Have ICS replace failed security System Panel**

Replace failed security system card reader panel. Supply install and test.

- Remove panel 5 in maintenance garage electrical room
- Install new Istar Ultra G2 Retro Fit Kit. Replace all boards in existing Istar Pro Panel
- Install, Program and test new panel.

Total Cost \$12,195.51

**John Puthoff**  
**Viox Services, Inc.**  
759-7317

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
McGill Smith Punshon, Inc. - \$53,900.00 - Purchase architectural services for conceptual design and construction documents for The Square at Union Centre (CIP 1706)

<b>Background:</b>
<p>The Square at Union Centre is a focal point of the Community. Residents from West Chester and beyond have come to enjoy this space both casually and passively or through actively programmed events such as Thursday night takeover or the annual Food Truck festival. Through discussion with stakeholders, the Township has determined that the current time presents a good opportunity to re-envision the Square at Union Centre to ensure it stays relevant with modern public amenities and continues to provide value and enjoyment to the Community for years to come.</p> <p>Community Services would like to undertake a Conceptual Design assignment, which will ultimately provide construction documents to implement the updated vision of the Square at Union Centre. McGill Smith Punshon, Inc. was the original designer of the space, has worked for the Township on several projects throughout the years, and is currently on the Township’s list as a qualified consultant for Architectural Services.</p> <p>Community Services requests a Purchase Order in the amount of \$53,900 to McGill Smith Punshon, Inc. for Conceptual Design and Construction Documents for the Square at Union Centre, which is inclusive of a 10% contingency.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP, TIF		
	<b>CIP #:</b>	1706		
	<b>TIF Info:</b>	217		
	<b>Purchase Order:</b>	23002342	<b>Total Encumbrance:</b>	\$ 53,900.00



October 19, 2023

Attn: Arun Hindupur – Director of Community Services/Public Works  
West Chester Township  
9577 Becker Rd, Suite 100  
West Chester, OH 45069

Subject: The Square at Union Centre – Conceptual Design and Construction Documents  
Project No. 05443.04

Dear Arun:

Based on the preliminary concept design provided by MSP, please find below the scope of services required to develop construction documents for the redevelopment of The Square at Union Centre. The scope includes the design disciplines needed to develop a comprehensive set of documents. We added some exclusions based on services that are typically done directly by the Township. We can help coordinate those services as required. See exclusions in scope below.

**Task 1 -Topographic Survey Data**

- A. Obtain field elevations throughout the designated area in sufficient intervals to interpolate a one foot contour interval. Obtain location of buildings, structures, major trees and fences, etc.
- B. Contact United Utilities Protection Service to mark underground utilities and furnish record drawings, if available.
- C. Obtain the location of existing visible utilities including fire hydrants, manholes, poles, valves, meters and others. Inverts of sanitary sewers will be obtained.
- D. Prepare a topographic survey plat depicting the results of the field survey. The format will be AutoCad Version 2019 as either .DWG or .DXF file.
- E. Utilities will be shown on the plat by combining the field locations with record information as obtained from the utility companies and/or others.

**Task 2 -Design Development Phase**

- A. Stakeholder Input
  - a. MSP to conduct a programming meeting with Staff and Stakeholders to confirm necessary information on programming requirements.
- B. Design Development Documents
  - a. Based on the approved Conceptual Design and Stakeholder Input, the current Approved Program of Requirements, MSP shall prepare Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the Project elements. Upon completion of the Design Development Phase, MSP shall provide copies of the Design Development Documents to the Township for review and written approval. MSP shall revise the Design Development Documents to incorporate comments from the township.
- C. Preliminary Opinion of Probable Construction Cost and Schedule Estimates
  - a. Upon completion of the Design Development Document Phase of the Project, MSP shall prepare and submit a Opinion of Probable Construction Cost. MSP shall review any difference between the Construction Budget and the Statement of Probable Construction Cost, identify reasons for

any difference and recommend means to eliminate the difference, if necessary. MSP and the Township shall agree upon the means to eliminate any difference between the Construction Budget and the Opinion of Probable Construction Cost, and MSP shall prepare a report describing the agreed upon means.

**Task 3 – Construction Document Phase**

- A. Drawings and Specifications
  - a. Based on the current, approved Design Development Documents, approved opinion of probable construction cost and approved Project Schedule and any further revisions to the Approved Program of Requirements, MSP shall prepare, for approval by the Township, Drawings and Specifications setting forth in detail the requirements for the construction of the Project. With the consent of the Township, MSP shall include Alternates in the Contract Documents. The Drawings and Specifications shall encourage competition and shall be reasonably complete and unambiguous and be prepared consistent with MSP’s professional standard of care in an effort to comply with all applicable codes, ordinances, statutes, laws, regulations. Upon completion of design of the Project, MSP shall provide copies of the Drawings and Specifications to the Township. MSP shall revise the Drawings and Specifications to incorporate comments from the Township and the township Departments.
  - b. Bidding Documents. MSP shall assist the Township in the preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Bid Forms and Special Conditions.
  - c. Government Approvals. MSP shall assist the Township, by provision of technical criteria, provision of written descriptions and design data and consultations with appropriate officials in connection with filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

Professional Fees:

<b>Task 1 – Topographic Survey Data</b>	<b>\$6,000.00</b>
<b>Task 2 – Design Development Phase</b>	<b>\$5,500.00</b>
<b>Task 3 – Construction Document Phase</b>	<b>\$32,500.00</b>
<b>Task 4 – Construction Administration Services (allowance)</b>	<b>\$5,000.00</b>

In addition to the Basic Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, printing, deliveries, postage and permit fees in conjunction with the work in accordance with our current rate schedule.

This proposal is valid for sixty calendar days, unless formally extended by client.

MSP will not proceed with additional services until written authorization by the Client. Substantial changes to the design due to circumstances beyond our control may be considered extra work. MSP will notify the Client of any changes to the scope of work requiring additional fees and will provide you with an estimate of those fees prior to proceeding with the work.

Thank you for the opportunity to submit this proposal. Please feel free to call me at 513-759-3224 if you have any questions.

**The Terms & Conditions that follow are part of this Agreement.**

**McGill Smith Punshon, Inc.**

**CLIENT**



**By:** Jose Castrejon, ASLA, LEED AP  
**Title:** Vice President, Landscape Architecture & Planning  
**Date:** October 19, 2023

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS:

**Fee:** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service outlined herein. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will be invoiced at of 1.1 times MSP cost. Any change in scope will be discussed prior to additional services being rendered.

**Billings/Payments:** Invoices for services and reimbursable expenses shall be submitted, at MSP's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. MSP shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and MSP shall have no liability for any resultant delays or damages incurred by CLIENT as a result of such suspension/termination. Retainers shall be credited on the final invoice. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees.

**Standard of Care:** In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**Consequential Damages:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

**Indemnifications:** ~~CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MSP and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. MSP further agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.~~

**Risk Allocation:** In recognition of the relative risks and benefits of the Project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.

**Termination of Services:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT

shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership of Documents:** All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. ~~Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its subconsultants harmless from any and all claims and/or damages arising therefrom.~~ Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its subconsultants.

**Defects in Service:** CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Construction Activities:** MSP shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by CLIENT or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.

**Dispute Resolution:** Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

**Relationship of Parties:** All services provided by MSP are for the sole use and benefit of CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

**Applicable Law:** The law applicable to this Agreement is the state of the Project location.



## Hourly Rate Schedule

Principal.....	\$200-\$225.00/hour
Project Manager .....	\$90-\$195.00/hour
Registered Engineer.....	\$125-\$195.00/hour
Registered Architect .....	\$125-\$195.00/hour
Registered Landscape Architect/Planner .....	\$95-\$195.00/hour
Professional Surveyor .....	\$115-\$195.00/hour
Designer/Job Captain.....	\$100-\$125.00/hour
CADD Operator/Technician .....	\$60-\$125.00/hour
Surveying (Monday through Friday) 8 Hours*	
2 Man Crew .....	\$180.00/hour
1 Man Crew .....	\$180.00/hour

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

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

Travel \$0.72/mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2023

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Benchmark Land Management LLC - \$17,281.00 - Replace storm culvert on Second Street (CIP 1620)

<b>Background:</b>
<p>West Chester budgeted \$4,500,000.00 in 2023 to perform storm water maintenance throughout the Township. A storm culvert on Second Street is in need of replacement.</p> <p>This repair is outside of the annual storm pipe replacement contract. Community Services solicited quotes for the work and has selected Benchmark Land Management LLC to perform the work. This contractor has performed work in West Chester previously.</p> <p>Community Services requests a Purchase Order to in the amount of \$17,281.00 for storm culvert replacement.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1620		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	23002316	<b>Total Encumbrance:</b>	\$ 17,281.00

Benchmark Land Management, LLC  
 9431 BUTLER WARREN ROAD  
 WEST CHESTER, OH 45069  
 513-808-2367  
 dan@benchmarklm.com



# Estimate

**ADDRESS**

Ryan Phillips  
 West Chester Township  
 Maintenance Division  
 9577 Beckett Road Suite 900  
 West Chester, OH 45069

**ESTIMATE # 1076**

**DATE 10/30/2023**

DATE	SERVICE	DESCRIPTION	QTY	RATE	U/M	AMOUNT
	<b>602 Catch Basin 2B</b>		1	1,285.00	EA	1,285.00
	<b>203 Excavation</b>		42	13.00	CY	546.00
	<b>Topsoil and Seeding</b>	Applying topsoil and seeding disturbed areas	1	675.00		675.00
	<b>Safety Systems</b>	Safety Systems Trench safety deep excavation	1	1,200.00		1,200.00
	<b>301 Asphalt</b>	Asphalt Concrete Base	6	425.00	CY	2,550.00
	<b>448 Asphalt Surface</b>	Surface Course 1 1/2"	3	425.00		1,275.00
	<b>611 - 15" Conduit</b>	15" Conduit	50	195.00	LF	9,750.00

Please sign and date below that you are accepting the estimate for the project. Return the estimate to dan@benchmarklm.com

<b>SUBTOTAL</b>	17,281.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$17,281.00</b>

Accepted By

Accepted Date

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Personnel Item
<b>Submitted By:</b>	
Tonya Pointer, Director of Human Resources	

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

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

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

NAME	HOME DEPARTMENT	JOB TITLE	HIRE DATE	TERMINATION DATE	REASON	YEARS OF SERVICE	REPORTS TO
Earhart, Jonathan M	000004 - ROAD & BRIDGE	LABORER - LABORER OPERATOR	06/02/2016	10/24/2023	G - Resignation	7:0	Rigsby, James D
Hitchens, Edward C	001A26 - ADMINISTRATIVE	ADM PROF - ADMINISTRATIVE PROFESSIONAL I	08/21/2023	11/15/2023	G - Resignation	0:2	Whittaker, Jennifer G

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Personnel Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Approve Collective Bargaining Agreement effective January 1, 2024 to December 31, 2026 between West Chester Township Board of Trustees and FOP-OLC Police Records Specialists, Police Technicians and Crime Analysts

<b>Background:</b>
<p>The Township engaged in productive negotiations with the Police Civilian bargaining unit during three days of negotiations and one day of mediation. The parties were able to reach tentative agreements on all open items and also to settle a pending grievance at the bargaining table. The ultimate collective bargaining agreement is fair and beneficial to both the Township and the Union. The key highlights of the final agreement are below.</p> <ul style="list-style-type: none"> <li>• Market wage adjustments in line with other Township bargaining units</li> <li>• Increased number of holidays to 12 holidays approved by federal and state governments</li> <li>• Removed high-cost insurance plan; provide ancillary insurance benefits (FSA, HSA, and deductible funding) commensurate with other bargaining units and non-union employees</li> <li>• Increase longevity pay to \$100 per continuous year of service with the Township</li> <li>• Provide a uniform allowance</li> </ul>

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Personnel Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Hire Matthew Emmons to the position of Laborer Operator effective December 18, 2023 at the hourly rate of \$19.94

<b>Background:</b>
<p>Community Services requests Trustee approval to hire Matthew Emmons as a full-time Laborer Operator. The hiring will fill one Laborer Operator vacancy.</p> <p>Matthew Emmons’s effective date of hire will be December 18, 2023, at the non-exempt hourly rate of \$19.94 per the collective bargaining agreement (CBA) with a one-year probationary period.</p>

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



**WEST CHESTER TOWNSHIP  
ADMINISTRATION**

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

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

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

December 4<sup>th</sup>, 2023

Matthew Emmons

Dear Matthew,

I am pleased make a final offer of employment for the position of Laborer Operator for West Chester Township. This offer also requires you to successfully obtain your Class A Commercial Driver's License by your 6-month anniversary. Your official appointment will be December 19<sup>th</sup>, 2023 at a regular West Chester Board of Trustees' meeting with an effective hire date of December 18<sup>th</sup>, 2023. The commitment to you regarding compensation, benefits, and related provisions is outlined herein.

**General**

Position:	Laborer Operator
Employer:	West Chester Township
Effective Hire Date:	December 18 <sup>th</sup> , 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.
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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.
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Pension:	Employee and Employer shares as determined by Ohio Public Employee Retirement System
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Deferred Compensation:	Plan provided at current federal maximum contribution.
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Leave:                    Vacation         As granted to all full-time contract Employees\*\*  
                            Holidays        Eleven (11) established holidays  
                            Personal        Twenty-four (24) hours annually; you will receive  
  twenty-four hours on your hire date for you to use  
  during your probationary period \*\*  
                            Sick              Ten (10) hours accrued monthly

\*\*after completion of probationary period

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

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

Disability:                  As provided under Public Employee Retirement System.

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

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

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

Sincerely,



Larry D. Burks  
Township Administrator

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to set date for 2024 Organizational Meeting (suggested date and time January 9, 2024, 6:00 p.m.)

<b>Background:</b>
<p>The first Board meeting in January of any given year is the regularly scheduled Organizational Trustee Meeting. At the Organizational Meeting, the Fiscal Officer will call the meeting to order with the Pledge of Allegiance and conduct the election of officers for the 2024 business year.</p> <p>The suggested date and time is January 9, 2024, 6:00 p.m.</p> <p>The newly elected President and Vice President of the West Chester Board of Trustees will take their appropriate seats at the dais and convene the regular meeting. During the regular meeting, the Board of Trustees will set its meeting schedule for the calendar year.</p>

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to set date for work session for proposed 2024 Operational Budget (suggested date and time January 30, 2024, 5:00 p.m.)

<b>Background:</b>
<p>Staff is suggesting the date and time to present the proposed operational budgets for all the Township’s primary funds – General, Roads and Bridge, Police, and Fire and EMS funds for 2024. As the Trustees are aware, Ohio statute governs Township’s annual finance and budgeting requirements as a tax budget and appropriations. Understanding townships account by fund on a cash basis, the best practice is to close out a current year, knowing the actual cash carryover by fund. Knowing the cash carryover by fund before presenting estimated revenues and projected expenditures for the upcoming year makes the available funds more accurate. This practice results in an operational budget presentation after the operating year begins.</p> <p>The date and time is proposed and may be approved by the Trustees with the understanding that the 2024 operational budget workbooks will be distributed at the Trustee meeting on Tuesday, January 9, 2024.</p> <p>During the operational budget work session, staff will present projected trends and impacts affecting revenues, major capital projects influencing expenditures, and notable expenses attributing to the cost of doing business.</p>

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to appoint one Trustee as West Chester Township representative to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Board of Directors

<b>Background:</b>
<p>The OKI Regional Council of Governments include Township representation with populations over 40,000 on its Board of Directors. West Chester’s past representation on the OKI Board of Directors is demonstrated in the chart below.</p> <p>The effective term is January 1, 2024 through December 31, 2024.</p> <p>The Board of Directors meets quarterly during business hours and members may serve on an Advisory Committee that develops and reviews technical aspects of environmental and transportation actions.</p> <p>Additionally, this memo notices to the Board that Mr. Aaron Wiegand, Community Development Director, will serve as the Alternate for the OKI Executive Committee.</p> <p>2011 Trustee Stoker                  2012 Trustee Lang                  2013 Trustee Lang                  2014 Trustee Welch                  2015 Trustee Wong                  2016 Trustee Welch                  2017 Trustee Welch                  2018 Trustee Welch                  2019 Trustee Welch                  2020 Trustee Becker                  2021 Trustee Becker                  2022 Trustee Wong                  2023 Trustee Welch</p>

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to appoint a West Chester Township representative as a member to the Butler County Emergency Management Agency (BCEMA) Advisory Council

<b>Background:</b>
<p>The BCEMA requests a 2024 West Chester appointment to serve on its Advisory Council.</p> <p>For historical purposes, the Township’s representatives are illustrated below. The term is effective January 1, 2024 through December 31, 2024.</p> <p>2011 Trustee Stoker                  2012 Trustee Lang                  2013 Trustee Wong                  2014 Trustee Lang                  2015 Trustee Lang                  2016 Trustee Lang                  2017 Trustee Lang                  2018 Trustee Lang                  2019 Trustee Becker                  2020 Trustee Wong                  2021 Trustee Wong                  2022 Trustee Welch                  2023 Assistant Fire Chief Randall Hanifen</p>

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to appoint one Trustee as West Chester Township representative to the Butler County E911 Planning Committee

<b>Background:</b>
<p>Ohio statute permits County Commissioners to create E911 Planning and Technical Committees to recommend countywide E911 service and protocol.</p> <p>The Butler County Commissioners established in 2005. The Planning Committee was initially created and charged with recommending allocation and disbursement of newly collected fees for cellular E911 service. An allocation formula was implemented and the local public safety answering points (PSAPs) have been reimbursed for equipment purchased for and improvements made to communications centers. As technology progressed, the E911 Planning Committee’s purpose evolved.</p> <p>In 2012 the E911 Planning Committee engaged in the planning and development of a next generation E911 communications dispatch system designed to receive next generation E911 cellular phone technology (text, cellular pictures, video, etc.). The project was launched and to date all public safety answering points (PSAPs) in Butler County have been retrofitted with the NextGen E911 technology.</p> <p>The funding source authorized by state legislation has been solidified and the County E911 Planning Committee will continue to address evolving technology and operation of PSAPs within Butler County.</p> <p>To date, Butler County is compliant with Ohio Revised Code 5507.</p> <p>2011 Trustee Lang                  2012 Trustee Wong                  2013 Trustee Stoker                  2014 Trustee Welch                  2015 Trustee Welch                  2016 Trustee Wong                  2017 Trustee Wong                  2018 Trustee Wong                  2019 Trustee Wong                  2020 Trustee Welch                  2021 Trustee Welch                  2022 Trustee Becker                  2023 Trustee Becker</p> <p>The term is effective January 1, 2024 through December 31, 2024.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;
	<b>CIP #:</b>	

	<b>TIF Info:</b>		
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b> \$ .00

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Motion to approve Resolution 53-2023 to extend the exemption of improvements in Union Centre Boulevard (UCB) TIF for an additional thirty years

<b>Background:</b>
<p>The Township has utilized TIF as a long-term strategy toward building a sustainable community. The public infrastructure attributed to the TIF's has spurred quality corporate investment, which eases the tax burden on the residential taxpayer. Businesses generally require fewer services than residents and cause no additional burden to the schools.</p> <p>Through continuous monitoring and analysis of the TIF financial status, we frequently review the TIF tax equivalent funds and strategically project revenues, analyze debt service, anticipate planned capital projects, and recommend opportunities in the TIF Districts to the Trustees.</p> <p>Pursuant to 5709.51, enacted by the State of Ohio on October 03, 2023, townships may extend property tax exemptions for up to 30 years for TIF districts that have expected service payments exceeding one million five hundred thousand. Current state law allows townships to terminate or expire portions of TIF districts at any time as long as debt service is unaffected.</p> <p>Section 5709.51 also requires 100% school District Reimbursement. Furthermore, the request to extend the TIF was initially presented by the Lakota Treasurer, who supports the measure.</p> <p>If you have any questions or concerns, please let me know.</p>

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



**RESOLUTION NO. 53-2023**

\*\*\*\*\*

**Resolution Authorizing Extension of the Term of the Tax Increment Financing Structure  
Authorized by Resolution No. 13-90 for an Additional Thirty Years Pursuant to Ohio Revised  
Code 5709.51; and Authorizing and Approving Related Matters**

**WHEREAS**, on April 23, 1990, the Board of Township Trustees (the "Board") of West Chester Township (fka Union Township), Butler County, Ohio (the "Township") passed Resolution No. 13-90 (the "Original TIF Resolution," and as previously amended and supplemented, including without limitation by Resolution Nos. 91-17, 16-2002, 41-2004, 45-2006, 34-2016, and 42-2016, the "Existing TIF Resolution") in accordance with Ohio Revised Code ("ORC") Section 5709.73 to declare certain public improvements in the Township to be a public purpose (the "Public Improvements") and that such Public Improvements are necessary for the further development of the parcels of land within the unincorporated territory of the Township listed in the Existing TIF Resolution and the exhibits thereto (the "Exempted Property") in order to meet public health, safety, welfare and convenience needs of the area and encourage development in the Township, including public right of way and utility improvements, redevelopment needs, and traffic capacity solutions; and

**WHEREAS**, pursuant to the Original TIF Resolution, one hundred percent (100%) of the increase in the assessed value of the property comprising the Exempted Property (the "Improvement") has been exempted (the "Original TIF Exemption") for a period of thirty (30) years (the "Original TIF Exemption Period"); and

**WHEREAS**, the Original TIF Exemption Period has been extended, including without limitation by fifteen (15) years pursuant to Township Resolution No. 42-2016 (the Original TIF Exemption Period as previously extended, the "Existing TIF Exemption Period" and the Original TIF Exemption as so extended, the "Existing TIF Exemption"); and

**WHEREAS**, pursuant to ORC Section 5709.73, the Existing TIF Resolution requires owners of the Exempted Property, excluding any and all residential property, to make annual service payments (the "Service payments") in amounts equal to the amounts of real property taxes otherwise payable by the owners of the Exempted Property but for the Existing TIF Exemption; and

**WHEREAS**, the amount of Service Payments exceeded one million five hundred thousand dollars in calendar year 2022, the calendar year preceding the adoption of this Resolution; and

**WHEREAS**, pursuant to ORC Section 5709.51, as adopted by the 135th Ohio General Assembly and with an effective date of October 3, 2023, the Township is currently authorized to extend the Existing TIF Exemption Period for an

additional period of not more than thirty (30) years if the requisite conditions are met; and

**WHEREAS**, in accordance with ORC Section 5709.51, the Township has determined that it is necessary and appropriate and in the best interest of the Township to extend the term of the Existing TIF Exemption by an additional thirty (30) years (the Existing TIF Exemption Period as extended, the "*Extended TIF Exemption Period*"), for the purpose of generating additional Service Payments to pay the costs of Public Improvements; and

**WHEREAS**, the Extended TIF Exemption Period will allow the Township to realize additional tax increment revenues to pay the costs of Public Improvements, as described in the Existing TIF Resolution, to benefit the Exempted Property; and

**WHEREAS**, this Board intends to compensate the Lakota Local School District (the "*School District*") in an amount equal in value to the amount of taxes that would be payable to the School District if the Existing TIF Exemption had not been extended hereby (the "*TIF Extension Period School Compensation*"); and

**WHEREAS**, notwithstanding the extension of the Existing TIF Exemption Period by thirty years and the TIF Extension Period School Compensation, all other terms and conditions of the Existing TIF Exemption and the Existing TIF Resolution shall remain in effect; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF WEST CHESTER, COUNTY OF BUTLER, OHIO, THAT:**

**SECTION 1.** TIF Exemption Extension. The Existing TIF Exemption Period during which certain parcels of real property designated in the Existing TIF Resolution were exempted from taxation is hereby extended by a period of thirty (30) years (the Existing TIF Exemption Period as so extended, the "*Extended TIF Exemption Period*," and the portion of the Extended TIF Exemption Period occurring after the Existing TIF Exemption Period, the "*TIF Exemption Period Extension*") pursuant to Ohio Revised Code Section 5709.51.

**SECTION 2.** School Compensation. As required by, and in accordance with, Ohio Revised Code Section 5709.51, during the TIF Exemption Period Extension, the Lakota Local School District shall be compensated, solely from Service Payments received by the Township, in an amount each year equal in value to the amount of taxes that would be payable to the School District if the Improvement had not been exempted from taxation during the TIF Exemption Period Extension.

**SECTION 3.** Prior Annual Service Payments. This Board determines that the Service Payments made pursuant to ORC Section 5709.74 and the Existing TIF Resolution by the owners of the Exempted Property designated in the Existing TIF Resolution exceeded one million five hundred thousand dollars (\$1,500,000.00) in calendar year 2022.

**SECTION 4.** Further Authorizations. This Board further hereby authorizes and directs the Township Administrator, and/or other appropriate officers of the Township to prepare and sign all agreements and instruments and to take any other actions as maybe appropriate to implement this Resolution and extend the Existing TIF Exemption Period as described herein.

**SECTION 5.** Notification of Passage. The Clerk of this Board is hereby directed to deliver, or cause to be delivered, not later than fifteen (15) days after the effective date of this Resolution, a copy thereof to the Director of Development of the State of Ohio.

**SECTION 6.** Open Meetings. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 7.** Effective Date. That this Resolution shall take effect at the earliest date permitted by law upon its adoption.

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Motion to approve Resolution 54-2023 to extend the exemption of improvements in 747 TIF for an additional thirty years

<b>Background:</b>
<p>The Township has utilized TIF as a long-term strategy toward building a sustainable community. The public infrastructure attributed to the TIFs has spurred quality corporate investment, easing the tax burden on the residential taxpayer. Businesses generally require fewer services than residents and cause no additional burden to the schools.</p> <p>Through continuous monitoring and analysis of the TIF’s financial status, we frequently review the TIF tax equivalent funds and strategically project revenues, analyze debt service, anticipate planned capital projects, and recommend opportunities in the TIF Districts to the Trustees.</p> <p>Pursuant to 5709.51, enacted by the State of Ohio on October 03, 2023, townships may extend property tax exemptions for up to 30 years for TIF districts that have expected service payments exceeding one million five hundred thousand. Current state law allows townships to terminate or expire portions of TIF districts at any time as long as debt service is unaffected.</p> <p>Section 5709.51 also requires 100% school District Reimbursement. Furthermore, the request to extend the TIF was initially presented by the Lakota Treasurer, who supports the measure.</p> <p>If you have any questions or concerns, please let me know.</p>

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

**RESOLUTION NO. 54-2023**

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**Resolution Authorizing Extension of the Term of the Tax Increment Financing Structure Authorized by Resolution No. 98-55 for an Additional Thirty Years Pursuant to Ohio Revised Code 5709.51; and Authorizing and Approving Related Matters**

**WHEREAS**, on December 29, 1998, the Board of Township Trustees (the "Board") of West Chester Township (fka Union Township), Butler County, Ohio (the "Township") passed Resolution No. 98-55 (the "Original TIF Resolution," and as previously amended and supplemented, including without limitation by Resolution Nos. 6-99, 42-99, 44-2006, 44-2006, and 35-2016, the "Existing TIF Resolution") in accordance with Ohio Revised Code ("ORC") Section 5709.73 to declare certain public improvements in the Township to be a public purpose (the "Public Improvements") and that such Public Improvements are necessary for the further development of the parcels of land within the unincorporated territory of the Township listed in the Existing TIF Resolution and the exhibits thereto (the "Exempted Property") in order to meet public health, safety, welfare and convenience needs of the area and encourage development in the Township, including public right of way and utility improvements, redevelopment needs, and traffic capacity solutions; and

**WHEREAS**, pursuant to the Original TIF Resolution, one hundred percent (100%) of the increase in the assessed value of the property comprising the Exempted Property (the "Improvement") has been exempted (the "Original TIF Exemption") for a period of thirty (30) years (the "Original TIF Exemption Period"); and

**WHEREAS**, the Original TIF Exemption Period has been extended, including without limitation pursuant to Township Resolution No. 6-99 (the Original TIF Exemption Period as previously extended, the "Existing TIF Exemption Period" and the Original TIF Exemption as so extended, the "Existing TIF Exemption"); and

**WHEREAS**, pursuant to ORC Section 5709.73, the Existing TIF Resolution requires owners of the Exempted Property, excluding any and all residential property, to make annual service payments (the "Service payments") in amounts equal to the amounts of real property taxes otherwise payable by the owners of the Exempted Property but for the Existing TIF Exemption; and

**WHEREAS**, the amount of Service Payments exceeded one million five hundred thousand dollars in calendar year 2022, the calendar year preceding the adoption of this Resolution; and

**WHEREAS**, pursuant to ORC Section 5709.51, as adopted by the 135th Ohio General Assembly and with an effective date of October 3, 2023, the Township is currently authorized to extend the Existing TIF Exemption Period for an additional period of not more than thirty (30) years if the requisite conditions are met; and

**WHEREAS**, in accordance with ORC Section 5709.51, the Township has determined that it is necessary and appropriate and in the best interest of the Township to extend the term of the Existing TIF Exemption by an additional thirty (30) years (the Existing TIF Exemption Period as extended, the "*Extended TIF Exemption Period*"), for the purpose of generating additional Service Payments to pay the costs of Public Improvements; and

**WHEREAS**, the Extended TIF Exemption Period will allow the Township to realize additional tax increment revenues to pay the costs of Public Improvements, as described in the Existing TIF Resolution, to benefit the Exempted Property; and

**WHEREAS**, this Board intends to compensate the Lakota Local School District (the "*School District*") in an amount equal in value to the amount of taxes that would be payable to the School District if the Existing TIF Exemption had not been extended hereby (the "*TIF Extension Period School Compensation*"); and

**WHEREAS**, notwithstanding the extension of the Existing TIF Exemption Period by thirty years and the TIF Extension Period School Compensation, all other terms and conditions of the Existing TIF Exemption and the Existing TIF Resolution shall remain in effect; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF WEST CHESTER, COUNTY OF BUTLER, OHIO, THAT:**

**SECTION 1.** TIF Exemption Extension. The Existing TIF Exemption Period during which certain parcels of real property designated in the Existing TIF Resolution were exempted from taxation is hereby extended by a period of thirty (30) years (the Existing TIF Exemption Period as so extended, the "*Extended TIF Exemption Period*," and the portion of the Extended TIF Exemption Period occurring after the Existing TIF Exemption Period, the "*TIF Exemption Period Extension*") pursuant to Ohio Revised Code Section 5709.51.

**SECTION 2.** School Compensation. As required by, and in accordance with, Ohio Revised Code Section 5709.51, during the TIF Exemption Period Extension, the Lakota Local School District shall be compensated, solely from Service Payments received by the Township, in an amount each year equal in value to the amount of taxes that would be payable to the School District if the Improvement had not been exempted from taxation during the TIF Exemption Period Extension.

**SECTION 3.** Prior Annual Service Payments. This Board determines that the Service Payments made pursuant to ORC Section 5709.74 and the Existing TIF Resolution by the owners of the Exempted Property designated in the Existing TIF Resolution exceeded one million five hundred thousand dollars (\$1,500,000.00) in calendar year 2022.

**SECTION 4.** Further Authorizations. This Board further hereby authorizes and directs the Township Administrator, and/or other appropriate officers of the Township to prepare and sign all agreements and instruments and to take any other actions as maybe appropriate to implement this Resolution and extend the Existing TIF Exemption Period as described herein.

**SECTION 5.** Notification of Passage. The Clerk of this Board is hereby directed to deliver, or cause to be delivered, not later than fifteen (15) days after the effective date of this Resolution, a copy thereof to the Director of Development of the State of Ohio.

**SECTION 6.** Open Meetings. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 7.** Effective Date. That this Resolution shall take effect at the earliest date permitted by law upon its adoption.

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Motion to approve Resolution 55-2023 to extend the exemption of improvements in Cincinnati-Dayton Road TIF for an additional thirty years

<b>Background:</b>
<p>The Township has utilized TIF as a long-term strategy toward building a sustainable community. The public infrastructure attributed to the TIFs has spurred quality corporate investment, which eases the tax burden on the residential taxpayer. Businesses generally require fewer services than residents and cause no additional burden to the schools.</p> <p>Through continuous monitoring and analysis of the TIF’s financial status, we frequently review the TIF tax equivalent funds and strategically project revenues, analyze debt service, anticipate planned capital projects, and recommend opportunities in the TIF Districts to the Trustees.</p> <p>Pursuant to 5709.51, enacted by the State of Ohio on October 03, 2023, townships may extend property tax exemptions for up to 30 years for TIF districts that have expected service payments exceeding one million five hundred thousand. Current state law allows townships to terminate or expire portions of TIF districts at any time as long as debt service is unaffected.</p> <p>Section 5709.51 also requires 100% school District Reimbursement. Furthermore, the request to extend the TIF was initially presented by the Lakota Treasurer, who supports the measure.</p> <p>If you have any questions or concerns, please let me know.</p>

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



**RESOLUTION NO. 55-2023**

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**Resolution Authorizing an Amendment to Resolution 29-2004 to Extend the Term of the Tax Increment Financing Structure for Improvements on Certain Parcels of Land for an Additional Thirty Years Pursuant to Ohio Revised Code 5709.51; and Authorizing and Approving Related Matters**

**WHEREAS**, on May 25, 2004, the Board of Township Trustees (the "Board") of West Chester Township, Butler County, Ohio (the "Township") passed Resolution No. 29-2004 (as previously amended and supplemented, the "Original TIF Resolution") in accordance with Ohio Revised Code ("ORC") Section 5709.73 to declare certain public improvements in the Township to be a public purpose (the "Public Improvements") and that such Public Improvements are necessary for the further development of the parcels of land within the unincorporated territory of the Township listed in Exhibit A attached to the Original TIF Resolution (the "Exempted Property") in order to meet public health, safety, welfare and convenience needs of the area and encourage development in the Township, including public right of way and utility improvements, redevelopment needs, and traffic capacity solutions; and

**WHEREAS**, pursuant to the Original TIF Resolution, one hundred percent (100%) of the increase in the assessed value of the property comprising the Exempted Property (the "Improvement") has been exempted (the "Original TIF Exemption") for a period of thirty (30) years (the "Original TIF Exemption Period"); and

**WHEREAS**, pursuant to ORC Section 5709.73, the Original TIF Resolution requires owners of the Exempted Property, excluding any and all residential property, to make annual service payments (the "Service payments") in amounts equal to the amounts of real property taxes otherwise payable by the owners of the Exempted Property but for the Original TIF Exemption; and

**WHEREAS**, the amount of Service Payments exceeded one million five hundred thousand dollars in calendar year 2022, the calendar year preceding the adoption of this Resolution; and

**WHEREAS**, pursuant to ORC Section 5709.51, as adopted by the 135th Ohio General Assembly and with an effective date of October 3, 2023, the Township is currently authorized to extend the Original TIF Exemption Period for an additional period of not more than thirty years if the requisite conditions are met; and

**WHEREAS**, in accordance with ORC Section 5709.51, the Township has determined that it is necessary and appropriate and in the best interest of the Township to extend the term of the Original TIF Exemption by an additional thirty (30) years (the Original TIF Exemption Period as extended, the "Extended TIF Exemption Period"), for the purpose of generating additional Service Payments to pay the costs of Public Improvements; and

**WHEREAS**, the Extended TIF Exemption Period will allow the Township to realize additional tax increment revenues to pay the costs of Public Improvements, as defined in the Original TIF Resolution, to benefit the Exempted Property; and

**WHEREAS**, this Board intends to compensate the Lakota Local School District (the "*School District*") in an amount equal in value to the amount of taxes that would be payable to the School District if the Original TIF Exemption had not been extended hereby (the "*TIF Extension Period School Compensation*"); and

**WHEREAS**, notwithstanding the extension of the Original TIF Exemption Period by thirty years and the TIF Extension Period School Compensation, all other terms and conditions of the Original TIF Exemption and the Original TIF Resolution shall remain in effect; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF WEST CHESTER, COUNTY OF BUTLER, OHIO, THAT:**

**SECTION 1.** TIF Exemption Extension. Section 2 of Resolution No. 29-2004 duly passed by the Board of Township Trustees of West Chester Township, Ohio (the "*Board*") on May 25, 2004 (as previously amended and supplemented, the "*Original TIF Resolution*") is hereby amended pursuant to ORC Section 5709.51 to read in its entirety as follows:

**SECTION 2.** That, pursuant to Section 5709.73 of the Ohio Revised Code, further improvements to the parcels in the TIF Site occurring after the date of this Resolution (the "*Improvements*") are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2064 or (2) the date on which the public improvements as described in Section 1 above (the "*Public Improvements*") that will benefit the TIF Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof (the "*Exemption Period*," and the portion of the Exemption Period occurring after the first thirty (30) years of the Exemption Period referred to herein as the "*Exemption Period Extension*"). It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be 100% of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the TIF Site.

**SECTION 2.** School Compensation. Section 4 of the Original TIF Resolution is hereby amended pursuant to ORC Section 5709.51 to read in its entirety as follows:

**SECTION 4.** That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the West Chester Township Public Improvement Tax Increment Equivalent Fund (the "*Cin-Day Road Corridor Tax Increment Equivalent Fund*"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used

to finance the Public Improvements and to make payments to the Lakota Local District (the "School District") if said School District and the Township should enter into a Tax Incentive Agreement with respect to the TIF Site. As required by, and in accordance with, Ohio Revised Code Section 5709.51, during the Exemption Period Extension, the School District shall be compensated, solely from Service Payments received by the Township, in an amount each year equal in value to the amount of taxes that would be payable to the School District if the Improvements had not been exempted from taxation during the Exemption Period Extension.

**SECTION 3.** Prior Annual Service Payments. This Board determines that the Service Payments made pursuant to ORC Section 5709.74 and the Original TIF Resolution by the owners of the Exempted Property designated in the Original TIF Resolution exceeded one million five hundred thousand dollars (\$1,500,000.00) in calendar year 2022.

**SECTION 4.** Further Authorizations. This Board further hereby authorizes and directs the Township Administrator, and/or other appropriate officers of the Township to prepare and sign all agreements and instruments and to take any other actions as maybe appropriate to implement this Resolution and extend the Original TIF Exemption Period as described herein.

**SECTION 5.** Notification of Passage. The Clerk of this Board is hereby directed to deliver, or cause to be delivered, not later than fifteen (15) days after the effective date of this Resolution, a copy thereof to the Director of Development of the State of Ohio.

**SECTION 6.** Open Meetings. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 7.** Effective Date. That this Resolution shall take effect at the earliest date permitted by law upon its adoption.

\_\_\_\_\_  
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  
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

DRAFT

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Motion to approve Resolution 56-2023 to extend the exemption of improvements in Central Business District (CBD) TIF for an additional thirty years

<b>Background:</b>
<p>The Township has utilized TIF as a long-term strategy toward building a sustainable community. The public infrastructure attributed to the TIFs has spurred quality corporate investment, which eases the tax burden on the residential taxpayer. Businesses generally require fewer services than residents and cause no additional burden to the schools.</p> <p>Through continuous monitoring and analysis of the TIF’s financial status, we frequently review the TIF tax equivalent funds and strategically project revenues, analyze debt service, anticipate planned capital projects, and recommend opportunities in the TIF Districts to the Trustees.</p> <p>Pursuant to 5709.51, enacted by the State of Ohio on October 03, 2023, townships may extend property tax exemptions for up to 30 years for TIF districts that have expected service payments exceeding one million five hundred thousand. Current state law allows townships to terminate or expire portions of TIF districts at any time as long as debt service is unaffected.</p> <p>Section 5709.51 also requires 100% school District Reimbursement. Furthermore, the request to extend the TIF was initially presented by the Lakota Treasurer, who supports the measure.</p> <p>If you have any questions or concerns, please let me know.</p>

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

**RESOLUTION NO. 56-2023**

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**Resolution Authorizing an Amendment to Resolution 42-2004 to Extend the Term of the Tax Increment Financing Structure for Improvements on Certain Parcels of Land for an Additional Thirty Years Pursuant to Ohio Revised Code 5709.51; and Authorizing and Approving Related Matters**

**WHEREAS**, on July 13, 2004, the Board of Township Trustees (the "Board") of West Chester Township, Butler County, Ohio (the "Township") passed Resolution No. 42-2004 (as previously amended and supplemented, the "Original TIF Resolution") in accordance with Ohio Revised Code ("ORC") Section 5709.73 to declare certain public improvements in the Township to be a public purpose (the "Public Improvements") and that such Public Improvements are necessary for the further development of the parcels of land within the unincorporated territory of the Township listed in Exhibit A attached to the Original TIF Resolution (the "Exempted Property") in order to meet public health, safety, welfare and convenience needs of the area and encourage development in the Township, including public right of way and utility improvements, redevelopment needs, and traffic capacity solutions; and

**WHEREAS**, pursuant to the Original TIF Resolution, one hundred percent (100%) of the increase in the assessed value of the property comprising the Exempted Property (the "Improvement") has been exempted (the "Original TIF Exemption") for a period of thirty (30) years (the "Original TIF Exemption Period"); and

**WHEREAS**, pursuant to ORC Section 5709.73, the Original TIF Resolution requires owners of the Exempted Property, excluding any and all residential property, to make annual service payments (the "Service payments") in amounts equal to the amounts of real property taxes otherwise payable by the owners of the Exempted Property but for the Original TIF Exemption; and

**WHEREAS**, the amount of Service Payments exceeded one million five hundred thousand dollars in calendar year 2022, the calendar year preceding the adoption of this Resolution; and

**WHEREAS**, pursuant to ORC Section 5709.51, as adopted by the 135th Ohio General Assembly and with an effective date of October 3, 2023, the Township is currently authorized to extend the Original TIF Exemption Period for an additional period of not more than thirty years if the requisite conditions are met; and

**WHEREAS**, in accordance with ORC Section 5709.51, the Township has determined that it is necessary and appropriate and in the best interest of the Township to extend the term of the Original TIF Exemption by an additional thirty (30) years (the Original TIF Exemption Period as extended, the "Extended TIF Exemption Period"), for the purpose of generating additional Service Payments to pay the costs of Public Improvements; and

**WHEREAS**, the Extended TIF Exemption Period will allow the Township to realize additional tax increment revenues to pay the costs of Public Improvements, as defined in the Original TIF Resolution, to benefit the Exempted Property; and

**WHEREAS**, this Board intends to compensate the Lakota Local School District (the "School District") in an amount equal in value to the amount of taxes that would be payable to the School District if the Original TIF Exemption had not been extended hereby (the "TIF Extension Period School Compensation"); and

**WHEREAS**, notwithstanding the extension of the Original TIF Exemption Period by thirty years and the TIF Extension Period School Compensation, all other terms and conditions of the Original TIF Exemption and the Original TIF Resolution shall remain in effect; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF WEST CHESTER, COUNTY OF BUTLER, OHIO, THAT:**

**SECTION 1.** TIF Exemption Extension. Section 2 of Resolution No. 42-2004 duly passed by the Board of Township Trustees of West Chester Township, Ohio (the "Board") on July 13, 2004 (as previously amended and supplemented, the "Original TIF Resolution") is hereby amended pursuant to ORC Section 5709.51 to read in its entirety as follows:

**SECTION 2.** Declare that, pursuant to Section 5709.73 of the Ohio Revised Code, further improvements to the parcels in the West Chester Township CBD TIF Site occurring after the date of this Resolution (the "Improvements") are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2064 or (2) the date on which the public improvements as described in Section 1 above (the "Public Improvements") that will benefit the West Chester Township CBD TIF Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof (the "Exemption Period," and the portion of the Exemption Period occurring after the first thirty (30) years of the Exemption Period referred to herein as the "Exemption Period Extension"). It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be 100% of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the West Chester Township CBD TIF Site.

**SECTION 2.** School Compensation. Section 4 of the Original TIF Resolution is hereby amended pursuant to ORC Section 5709.51 to read in its entirety as follows:

**SECTION 4.** That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the West Chester Township Public Improvement Tax Increment Equivalent Fund (the "Tax Increment

Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvements and to make payments to the Lakota Local District (the "School District") if said School District and the Township should enter into a Tax Incentive Agreement with respect to the West Chester Township CBD TIF Site. As required by, and in accordance with, Ohio Revised Code Section 5709.51, during the Exemption Period Extension, the School District shall be compensated, solely from Service Payments received by the Township, in an amount each year equal in value to the amount of taxes that would be payable to the School District if the Improvements had not been exempted from taxation during the Exemption Period Extension.

**SECTION 3.** Prior Annual Service Payments. This Board determines that the Service Payments made pursuant to ORC Section 5709.74 and the Original TIF Resolution by the owners of the Exempted Property designated in the Original TIF Resolution exceeded one million five hundred thousand dollars (\$1,500,000.00) in calendar year 2022.

**SECTION 4.** Further Authorizations. This Board further hereby authorizes and directs the Township Administrator, and/or other appropriate officers of the Township to prepare and sign all agreements and instruments and to take any other actions as maybe appropriate to implement this Resolution and extend the Original TIF Exemption Period as described herein.

**SECTION 5.** Notification of Passage. The Clerk of this Board is hereby directed to deliver, or cause to be delivered, not later than fifteen (15) days after the effective date of this Resolution, a copy thereof to the Director of Development of the State of Ohio.

**SECTION 6.** Open Meetings. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 7.** Effective Date. That this Resolution shall take effect at the earliest date permitted by law upon its adoption.

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:**

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Donald L. Crain, Law Director

DRAFT

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Motion to approve Resolution 57-2023 appointing Scott D. Phillips as Law Director and approve Agreement for Professional Services with Frost Brown Todd LLC; and, authorize Township Administrator to make non-substantive changes and execute said Agreement

<b>Background:</b>
<p>West Chester Township's long-term Law Director, Don Crain, is retiring after 40 years of faithful service.</p> <p>Don's fellow partner at Frost Brown Todd, Scott D. Phillips, will easily pick up where Don leaves off making for a smooth and seamless transition. Mr. Phillips has substantial knowledge, experience and expertise representing public bodies, governments, and public agencies and is well qualified to serve as Law Director.</p> <p>Scott has worked with Community Development on zoning issues and Administration on several real estate projects. Scott is the Law Director for other governments and will bring great experience to the Township.</p>

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



**RESOLUTION NO. 57-2023**

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**Resolution Appointing Scott D. Phillips as Township Law Director Pursuant to Ohio Revised Code Section 504.15**

**WHEREAS**, pursuant to ORC Section 504.15, the Board of Trustees is required to appoint a full-time or part-time Law Director; and

**WHEREAS**, ORC Section 504.151 provides that the Township Law Director may appoint other persons who are employed by the Township Law Director in the private practice of law to assist in carrying out the duties of Law Director; and

**WHEREAS**, the Township wishes to retain the services of Scott D. Phillips, Attorney at Law, of the firm of Frost Brown Todd LLC to serve as the Township Law Director; and

**WHEREAS**, in connection with the services of Scott D. Phillips serving as the Township Law Director, the Township also wishes to retain the services of other members of the Firm to provide additional legal services as determined by the Township and Mr. Phillips based upon the expertise required in a given matter; and,

**WHEREAS**, Frost Brown Todd LLC and Scott Phillips have substantial knowledge, experience and expertise representing public bodies, governments, and public agencies, and are well qualified to perform such services; and; and

**WHEREAS**, the services to be provided by the Firm and Scott D. Phillips, are professional and non-competitive in nature;

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

**Section** Scott Phillips is hereby appointed and retained  
**1.** pursuant to ORC Section 504.15 as the Township Law Director who shall serve in such capacity pursuant to the terms of the "Agreement for Professional Services" attached hereto and incorporated as Exhibit "A".

**Section** The Board authorizes and directs the Township  
**2.** Administrator to enter into an Agreement for Professional Services with Scott D. Phillips, which agreement fully defines the terms and conditions upon which Scott D. Phillips shall serve as Law Director.

**Section 3.** The Board authorizes and directs the Township Fiscal Officer to expend such funds in accordance with the terms as set forth in the contract.

**Section 4.** Upon majority vote, the Board dispenses with the requirement that this Resolution be read on two separate days and authorizes the adoption of this Resolution upon its first reading.

**Section 5.** It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 6.** That this Resolution shall take effect at the earliest date permitted by law upon its adoption.

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

## AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, by and between **WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO** (hereinafter "Township"), acting by and through its Township Administrator, Larry D. Burks, 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069, and **FROST BROWN TODD LLC** (hereinafter "Firm"), acting by and through its Member, Scott D. Phillips, Frost Brown Todd LLC, 9277 Centre Pointe Drive, Suite 300, West Chester, Ohio 45069.

### WITNESSETH:

**WHEREAS**, the Township wishes to retain the services of Scott D. Phillips, Attorney at Law, of the firm of Frost Brown Todd LLC to serve as the Township Law Director; and

**WHEREAS**, in connection with the services of Scott D. Phillips serving as the Township Law Director, the Township also wishes to retain the services of other members of the Firm to provide additional legal services as determined by the Township and Mr. Phillips based upon the expertise required in a given matter; and,

**WHEREAS**, the Firm and Scott D. Phillips have substantial knowledge, experience and expertise representing public bodies, governments, and public agencies, and are well qualified to perform such services; and

**WHEREAS**, the services to be provided by the Firm and Scott D. Phillips, are professional and non-competitive in nature;

**NOW, THEREFORE, BE IT AGREED** by and between the Township and Scott D. Phillips and the Firm as follows:

I. General Services.

A. Township Law Director. The Firm and Scott D. Phillips, through the services of Scott D. Phillips, under the direction and at the request of the Township Administrator and the Board of Trustees will provide the Township with general legal services as required by law. Such services shall include, but are not limited to:

1. Attendance at regular and special Trustee meetings and provision of legal direction on such matters that arise at Trustee meetings;
2. Overall supervision of legal services provided to the Township. Coordination of legal needs with the Board of Trustees and Administration;
3. Preparation of most resolutions required for Trustee meetings and review of resolutions prepared by the Administration;

4. Attendance at various administrative meetings as requested by the Township or its Township Administrator;
  5. On-call availability to the Board of Trustees, Township Administrator and Police Department Administration to give immediate legal advice, day or night;
  6. Review of any contracts for services or purchases for legal form and content; and,
  7. Provide any and all other legal advice, as requested or referred by the Township Administrator or the President of the Board of Trustees subject to the provisions below.
- B. Criminal Matters. No criminal matters are subject to this Agreement and are the sole province of the Butler County Prosecutor's office.
- C. Fees. The Firm's charges for the provision of the services of the Township Law Director and other partners, associates, counsel and staff attorneys shall be at a flat rate of \$330.00 per hour (except for public finance matters that will be billed at a separately negotiated rate), payable in monthly installments, plus reasonable expenses as determined by the Township Administrator, effective January 1, 2024 through December 31, 2025. In addition, should the services of Firm paralegals, clerks or other non-attorney personnel be necessary, such charges will be at the standard rate charged by the Firm to other clients.
- D. Billing. The Firm will bill for each month within 15 days after the completion of the month.
- II. Zoning Legal Services. The Township Law Director and West Chester Township agree that zoning matters are covered services hereunder and the Law Director and the Firm will have legal responsibility to approve, review or supervise the services expressly requested by the Township Administrator or the Board of Trustees, and such matters referred to the Township Law Director.
- III. Insurance Defense Litigation.
- A. West Chester Township, Butler County, Ohio insures against certain risks which may inevitably result in litigation. It is agreed that the Law Director and the Firm shall have responsibility for supervising these matters if handled by counsel designated by the insurance carriers and that such time may be charged to West Chester Township under paragraph I, above.
  - B. In cases where the Township Law Director and the Township Administrator deem it appropriate for the Firm to represent the Township and/or its employees in



matters where insurance coverage is available, the Firm and the Township agree that, for the duration of this Agreement, the Firm will perform those services in lieu of counsel normally appointed by the insurance carrier at a rate not to exceed the applicable hourly rate set forth above in paragraph I., with the Township paying the difference between the hourly rate for legal services paid by the insurance carrier and the Township's applicable hourly rate set forth in above paragraph I, together with any normal or customary expense charges which may be beyond charges directly authorized or paid by the carrier.

- IV. Public Finance Matters. Should the Township use the services of the Firm for such matters, the Firm reserves the right to charge for services on other than an hourly basis consistent with practices in the industry. For such matters to be billed hourly, the Firm may charge an additional \$50.00 over and above the established rate herein to account for additional insurance coverage.
- V. Employment of Associates. The Township recognizes that it is hiring Scott D. Phillips as Law Director and the Firm to provide legal services to the Township. Accordingly, the Township also recognizes that the Township Law Director's members and associates will be assisting him from time to time as the Township's needs mandate. The Township, therefore, authorizes the Law Director to engage the services of those partners, associates and other Firm personnel on the same basis that the Firm would afford to other clients, subject to the provisions above. The Township further recognizes that the compensation of those individuals in accordance with the terms of this Agreement is fair and reasonable. The Township Law Director shall not receive any distributive share of the amounts paid by the Township for the services of these associates, partners and other Firm personnel under this Provision.
- VI. Effective Date. This Agreement shall be effective from January 1, 2024 through December 31, 2025 and from year to year thereafter if written notice of cancellation is not served by one party on the other within 30 days of December 1. The parties may alter or amend this Agreement in writing signed by the parties or their agent Scott D. Phillips for the Firm and Larry D. Burks, or his designee for West Chester Township, Butler County, Ohio.
- VII. Term of Township Law Director. Pursuant to appointment by the Township Trustees, Mr. Scott D. Phillips has been appointed Township Law Director for an indefinite term.
- VIII. Conflicts. The Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to its work for the Township. The Township hereby agrees to waive any present or future conflicts regarding the same or to seek independent or special counsel in matters where the Township does not consent to a waiver. The Firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instances where, as the result of the Firm's representation of the Township, the Firm

has obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage of the Township and/or any of its individual officers or entities represented by those officers or agents.

- IX. Independent Contractor Status. The Township Law Director and partners and employees of the Firm are independent contractors, not employees, of the Township, and are therefore not entitled to the benefits accorded to regular full-time Township employees.
- X. Cancellation. This Agreement may be cancelled by either party upon thirty (30) days written notice at the addresses listed above.

**IN WITNESS WHEREOF**, West Chester Township, Butler County, Ohio, acting through its Township Administrator, Larry D. Burks, and Frost Brown Todd LLC, acting through its authorized agent, Scott D. Phillips, hereunto subscribed their names, this \_\_\_\_\_ day of December, 2023.

WEST CHESTER TOWNSHIP,  
BUTLER COUNTY, OHIO

FROST BROWN TODD LLC

By: \_\_\_\_\_  
Larry D. Burks, Township Administrator

By: \_\_\_\_\_  
Scott D. Phillips, Township Law Director

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Motion to approve Resolution 58-2023 approving and authorizing adoption of the Township 2024 Temporary Appropriations

<b>Background:</b>
<p>Statutory Resolution No. 58-2023, approving and adopting temporary appropriations for 2024, mostly covering first quarter expenses and authorizing the Fiscal Officer to submit to the Butler County Budget Commission. This action is statutorily required and is a basic accounting task. Approval of temporary appropriations for 2024 at this time and adoption of permanent appropriations at a later time by subsequent resolution comply with statutory requirements.</p> <p>The 2024 Temporary Appropriations are presented as the estimated budgets submitted by each department and as constrained by the official estimated resources for the fiscal year beginning January 1, 2024.</p> <p>A subsequent resolution to adopt the 2024 Permanent Appropriations will be presented near the end of the first quarter of 2024 per Ohio Revised Code Section 5705.38. This will be brought to the Board for approval after Fiscal Year 2023 has been closed; an amended certificate of estimated resources has been received from Butler County, and the 2024 Operating Budget will be presented by West Chester Township staff.</p> <p>Thank you for your consideration.</p>

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

**RESOLUTION NO. 58-2023**

\*\*\*\*\*

**Statutory Resolution Adopting and Certifying Township 2024 Temporary Appropriations**

**Whereas**, the Board of Township Trustees is required to pass a Resolution, approving and authorizing temporary or permanent appropriations for a calendar year on or before January 1st of that year; and,

**Whereas**, the West Chester Township Board of Trustees finds it necessary to adopt Resolution 58-2023 for temporary appropriations for year 2024.

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

**SECTION 1.** Approve and adopt the schedule of temporary appropriations for year 2024 as illustrated.

**SECTION 2.** Authorize the Township Fiscal Officer to submit to the Butler County Budget Commission a schedule of temporary appropriations for year 2024 as illustrated.

Adopted this 19<sup>th</sup> day of December, 2023.

		Resolution 58-2023 2024 Temporary Appropriations		
Fund Name	Department	Salaries and Benefits	Other	Total
General		-	-	-
	Admin	2,051,407	3,895,490	5,946,897
	Comm. Dev	899,095	389,817	1,288,912
	Parks	344,673	521,100	865,773
	Services	836,130	79,750	915,880
	Other	-	26,000	26,000
<b>Total</b>		<b>4,131,305</b>	<b>4,912,157</b>	<b>9,043,462</b>
Township Motor Vehicle Tax		-	911,780	911,780
Motor Vehicle License Tax		-	151,000	151,000
Gasoline Tax		-	735,600	735,600
Road & Bridge		2,112,945	5,422,000	7,534,945
Cemetery		294,234	105,900	400,134
Multi-Media & Marketing		679,898	806,370	1,486,268
Police Levy		16,363,371	3,158,953	19,522,324
Fire Levy		15,194,143	3,109,276	18,303,419
EMS		1,100,052	643,680	1,743,732
Capstone Blvd TIF Service		-	-	-
Cincinnati Columbus TIF		-	279,893	279,893
Tylers Place TIF		-	667,875	667,875
Cin-Day TIF Service Payments		-	3,265,645	3,265,645
Tylersville TIF Service Payments		-	135,949	135,949
CBD TIF Service Payments		-	11,361,994	11,361,994
UCB TIF Service Payments		-	52,691,980	52,691,980
747 TIF Service Payments		-	27,301,928	27,301,928
Enforcement & Education		-	31,024	31,024
West Chester Connections		-	153,462	153,462
Police Assistance Fund		-	60,895	60,895
Sustainable Infrastructure		-	12,257,269	12,257,269
Drug Law Enforcement		-	412,301	412,301
Asset Forfeiture		-	705,491	705,491
OneOhio Opioid Settlement		-	133,003	133,003
Coronavirus Relief Fund		-	505,535	505,535
CBD TIF Debt Service		-	-	-
UCB TIF Debt Service		-	4,156,090	4,156,090
747 TIF Debt Service		-	219,848	219,848
Capstone Debt Service		-	229,300	229,300
Lighting District Assessments		-	829,327	829,327
UCB Landscape District		122,603	160,000	282,603
Cemetery Bequest		-	16,885	16,885
<b>Total</b>		<b>39,998,551</b>	<b>135,532,410</b>	<b>175,530,961</b>

\_\_\_\_\_  
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



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Motion to approve Rental Agreement between West Chester Township Board of Trustees and Fussball Club Cincinnati, LLC for youth soccer camp at Beckett Park; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said Agreement

<b>Background:</b>
Fussball Club Cincinnati, LLC (FC Cincinnati) conducts recreational-level youth soccer camps in the greater Cincinnati area. They would like to host a soccer camp at the soccer fields in Beckett Park. The Camp would operate between 9:00 am to 4:00 pm during the week of June 10th through June 14th.
The Community Services Department is requesting the Trustees approve the attached agreement with Fussball Club Cincinnati, LLC for youth camp at Beckett Park.

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





## YOUTH CAMP LOCATION RENTAL AGREEMENT

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

### RECITALS:

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

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

1. Right to Use Facilities. Licensor hereby grants to FC Cincinnati a license to occupy and use, subject to all of the terms and conditions herein stated: two soccer fields, soccer goals, restrooms, parking, Beckett Park picnic shelter for use during the lunch break, and the Baseball Complex pavilion in case of inclement weather (“**Premises**”). Licensor will provide access to two soccer fields, if registration exceeds one hundred participants. FC Cincinnati accepts Premises in “as is” condition, except that Licensor will cut the grass, paint the goals, and line the field(s) before the camp is scheduled to begin.
2. Term. FC Cincinnati agrees to occupy and use the Premises for the period commencing on \_\_\_\_\_ June 10 2024 \_\_\_\_\_ and ending on \_\_\_\_\_ June 14 2024 \_\_\_\_\_ (“**Term**”), unless sooner terminated by either Party.
3. Compensation. In exchange for use of the Premises, FC Cincinnati shall compensate Licensor an amount equal to \$2,000.00
4. Rules and Regulations.
  - a. FC Cincinnati shall at all times observe and comply with all laws, ordinances, rules, regulations, and code requirements, as well as secure all applicable or necessary permits and licenses.
  - b. FC Cincinnati shall at all times during its use of the Premises provide sufficient supervision and maintain adequate control of its employees, guests, and invitees.
  - c. No unlawful activities shall be permitted in the use of the Premises.
  - d. FC Cincinnati agrees not to harm the Premises; nor commit waste; nor create any nuisance; nor do any act tending to injure the reputation of Licensor and shall abide by all rules and regulations established by the Licensor.
5. Assignment. This Agreement and the grant of the license are personal to the Parties and may not be transferred or assigned.
6. Representations and Warranties. Notwithstanding anything contained herein, Licensor will provide the Premises in a good state of repair and in compliance with all applicable laws, regulations and health and safety and other applicable codes and regulations, and the Licensor shall maintain all building-related permits required for the day-to-day operation of the Premises.
7. Liability. FC Cincinnati’s liability for damages to the Premises shall be limited to the actual and documented cost of repairing any damage caused by any act or omission of FC Cincinnati or its

employees or contractors. In no event shall FC Cincinnati be liable for any pre-existing conditions; repairs or damage occurring as a result of any other event at the Premises; any damages caused by the acts or omissions of Licensor or its employees, agents or contractors; or any repairs or damage not identified.

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

postponed or suspended. For purposes of this Agreement, "Force Majeure" means, without limitation, Acts of God, dangerous weather conditions, medical emergency or pandemic materially affecting the operation of the Premises, declaration of state of emergency, national emergency, acts of war, acts of terrorism, civil disorder, natural disaster, operation of law, or other causes beyond the reasonable control of the party claiming Force Majeure. Each Party hereby waives any claim against the other for damages or compensation by reason of such termination, postponement or suspension.

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

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

**FUSSBALL CLUB CINCINNATI, LLC**

**LICENSOR**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Motion to request to advertise for 2024 Curb Replacement Program (CIP 1612)

<b>Background:</b>
<p>As part of the 2024 Infrastructure program, the Community Services Department has budgeted \$1,200,000 for concrete curb replacement (CIP 1612). Multiple streets scheduled for repaving in the 2024 paving program have curb that requires replacement prior to paving work being performed.</p> <p>Per ORC 5575.01, the bid will be advertised twice, not later than two weeks prior to the date fixed for opening bids, in a newspaper published of general circulation within the Township. Curb specifications will be available at the Safety Service Center or emailed upon request. Notification will also be posted on the Township website.</p> <p>Sealed bids will be collected at the Township Administration Building. Bids will be opened on or about January 30, 2024. Bids will be read at the time of opening. A recommendation for Trustee consideration will be scheduled on or about February 13, 2024.</p> <p>The Community Services Department requests permission from the Board to advertise for the 2024 Curb Replacement Program.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1612		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Business Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Motion to request to advertise for 2024 Storm Water Pipe Replacement Program (CIP 1613)

<b>Background:</b>
<p>As part of the 2024 Infrastructure program, the Community Services Department has budgeted \$1,100,000.00 for addressing storm water assets (CIP 1613).</p> <p>ARPA Funds are planned to be utilized for this work. As in 2023, Community Services will utilize multiple methodologies for repair, replacement and lining of storm water infrastructure. The methodology associated with this particular bid advertisement is traditional dig and replacement of storm water infrastructure including pipes and catch basins. Specifications will be available at the Safety Service Center or emailed upon request.</p> <p>Per ORC 511.12, the bid will be advertised twice, not later than two weeks prior to the date fixed for the letting of the contract, in a newspaper published of general circulation within the Township. Notification will also be posted on the Township website.</p> <p>Sealed bids will be collected at the Township Administration Building. Bids will be opened on or about February 13, 2024. Bids will be read at the time of opening. A recommendation for Trustee consideration will be scheduled on or about February 27, 2024.</p> <p>The Community Services Department requests permission from the Board to advertise for the 2024 Storm Water Pipe Replacement Program.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1613		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
December 19, 2023	Resolution Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Resolution 59-2023 approving a Major Change for Case # MC 08-23 Fields at Liberty Way; Phase 3

<b>Background:</b>
<p>The following case is scheduled for a 6:00 p.m. Public Hearing and 1st Reading on December 19, 2023:</p> <p>Case # MC-08-23 Fields at Liberty Way; Phase 3</p> <p>The applicant is requesting approval for a Major Change for four (4) lots consisting of 49,600 s.f. retail / service uses on 7.1 acres located along Liberty Way. Parcel #'s: M5610-015-000-031, M5610-020-000-002</p>

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

## **RESOLUTION NO. 59-2023**

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### **Resolution approving a Major Change to a PUD and Preliminary Development Plan for Case #MC08-23 – The Fields at Liberty Way; Phase 3**

**WHEREAS**, on September 13, 2016, the West Chester Township Board of Trustees approved a Zoning Map Amendment from M-1 (Light Industrial District) and A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (26-2016) for a four-story, extended-stay hotel on Lot 1, a five-story hotel on Lot 2, and 90,000 square feet of future development on approximately 13.35 acres; and,

**WHEREAS**, on October 17, 2016, the West Chester Township Zoning Commission approved a Final Development Plan (16-19) for a five-story, 70,490 square foot, 115 room hotel on approximately 2.2 acres; and,

**WHEREAS**, on November 20, 2017, a Final Development Plan (17-23) was approved for a five-story, 103,711 square foot, 136 room extended-stay hotel on approximately 4.06 acres; and,

**WHEREAS**, on November 21, 2012, a Revised Final Development Plan (22-12) was approved for a single-story, 3,630 square foot addition to expand the conference and wellness room, change in use within the lobby from meeting rooms to medical office rooms and a 608 square foot outdoor seating area located adjacent to the lobby on the east side of the building on the aforementioned 4.06 acres; and,

**WHEREAS**, on October 16, 2023, MNR Investments, LLC. submitted an application requesting a Major Change to the C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan to develop the existing open space within the PUD district, which include four (4) lots consisting of a total of 49,600 square feet of retail/ service uses on approximately 7.1 acres; and,

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

**WHEREAS**, on November 20, 2023, the West Chester Township Zoning Commission conducted a public hearing for the aforesaid application and recommended approval; and,

**WHEREAS**, by advertisement, a public hearing for the aforesaid application was conducted before the West Chester Township Board of Trustees on December 19, 2023, as applied for by MNR Investments, LLC; and,

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

**NOW THEREFORE, BE IT RESOLVED** that on the basis of the above actions and findings, the West Chester Township Board of Trustees hereby approve the Major Change to a PUD and Preliminary Development Plan with the following conditions.

**SECTION 1.** This approval shall be subject to the previously approved Trustee Resolution 26-16 and corresponding conditions, unless specifically stated in the following conditions.

**SECTION 2.** An updated traffic analysis or any traffic requirements shall be coordinated with the Butler County Engineer's Office in order to address any traffic, access, and /or right-of-way dedications prior to the Final Development Pan (FDP) stage.

**SECTION 3.** The applicant shall coordinate with the West Chester Township Fire Department (WCTFD) at the permitting stage in regard to access ways and internal roadways; connections and locations of fire hydrants; fire lane requirements; and all other applicable building and fire codes, to specifically include the following:

- a.) All streets shall be designed to accommodate the turning radius of fire department vehicles. Templates available upon request;
- b.) All streets between 20-26 feet in width shall be posted "NO PARKING - FIRE LANE" on both sides. All streets 26-32 feet in width shall be posted "NO PARKING - FIRE LANE" on one side (fire hydrant side);
- c.) Parking areas and streets shall have no dead-end drives exceeding 150 feet without the use of an approved turn-a-round method (hammerhead, cul-de-sac, etc.);
- d.) No building shall be located more than 400 feet from a fire hydrant
- e.) All buildings shall be designed to applicable codes;
- f.) Underground fuel tanks shall be permitted through the State of Ohio with courtesy copies of plans submitted to the West Chester Fire Department;
- g.) All streets names shall be approved by the West Chester Fire Department prior to submittal to and approval by the Butler County Engineers Office; and



h.) All exterior portions of the buildings shall be located within 150 feet of a fire department access road.

**SECTION 4.** Detailed grading plans and stormwater drainage plans and calculations shall be provided at the FDP stage and shall meet all OEPA, BCSWCD, BCEO, and WCT requirements prior to the issuance of a zoning certificate.

**SECTION 5.** Detailed water and sanitary sewer main installation and sanitary lateral plans shall be coordinated with the Butler County Water and Sewer Department at the FDP stage.

**SECTION 6.** All internal road circulation, road design, parking, vehicular cross-access connections, and pedestrian connections and facilities shall be approved at the FDP stage.

**SECTION 7.** Detailed building elevations and floor plans shall be provided at the FDP stage. Building elevations shall reflect a minimum of 50% high-quality exterior building materials. As required by the West Chester Community Development Department (WCTCDD) staff, colored elevations for all sides of the buildings shall be provided and the specific exterior building materials shall clearly be labeled on the plan.

**SECTION 8.** Any dumpster locations and dumpster enclosure details shall be provided at each FDP stage. The enclosures shall be pursuant to the West Chester Township Zoning Resolution (WCTZR), Articles 10.031 and 20.043. The enclosure(s) shall be consistent with the high-quality, masonry building materials of the principle building. Dumpster enclosures shall not be located along the public frontages and in a manner to reduce detrimental impacts to residents.

**SECTION 9.** All light locations and light fixture details shall be provided at each FDP stage to ensure a consistent design that minimizes glare and light spillover.

**SECTION 10.** A detailed landscaping plan shall be provided at the FDP stage, which consists of adequate landscape screening of any building perimeters; trash collection areas; throughout any open space areas/ recreational areas; streetscape details; and ground sign perimeter landscaping details.

**SECTION 11.** All signage shall only be approved at the FDP stage.

**SECTION 12.** An amended draft Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements (DCCRRE) for “Fields of Liberty Way”



**APPROVED AS TO FORM:**

---

Donald L. Crain, Law Director

PROPOSED



**WCT Board of Trustees Staff Report**

**December 19, 2023**

**CASE No. MC 08-23**

**THE FIELDS AT LIBERTY WAY; PHASE 3**

---

**CASE HISTORY:**

The West Chester Township Board of Trustees approved a Zoning Map Amendment from M-1 (Light Industrial District) and A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (26-2016) on September 13, 2016 for a four-story, extended-stay hotel on Lot 1, a five-story hotel on Lot 2, and 90,000 square feet of future development on approximately 13.35 acres.

The West Chester Township Zoning Commission approved a Final Development Plan (16-19) on October 17, 2016 for a five-story, 70,490 square foot, 115 room hotel on approximately 2.2 acres.

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A Revised Final Development Plan (22-12) was approved on November 21, 2022 for a single-story, 3,630 square foot addition to expand the conference and wellness room, change in use within the lobby from meeting rooms to medical office rooms and a 608 square foot outdoor seating area located adjacent to the lobby on the east side of the building.

**REQUEST:** Major Change to a PUD

**PROPERTY OWNER:** MNR Investments, LLC.

**APPLICANT:** MNR Investments, LLC.

**LOCATION:** The subject site is located long Liberty Way and Cox Road, and I-75 (Parcel M5610020000002 (Section 12, Town 3, Range 2).

**SITE DESCRIPTION:** The site consists of 6.7 acres having approximately 432 feet of frontage along Cox Road. The site is characterized as vacant and heavily vegetated.

**SITE AERIAL:**



**SURROUNDING  
CONDITIONS:**

Existing Zoning

	(Liberty Township)	
North:	O-2	Office/ Light Industrial
East:	A-1	Agricultural District
South:	M-1	Industrial District
West:	C-PUD	Commercial Planned Unit Development District

**APPLICANT'S PROPOSAL:**

<b>Lot 1 - Fuel Service/ Drive-thru Restaurant uses</b>	4,200 sf/ 2,400 sf
<b>Lot 2 - Car Wash use</b>	11,000 sf
<b>Lot 3 - Pet Resort</b>	21,000 sf
<b>Lot 4 - Veterinarian office</b>	11,000 sf
<b><i>Lot 1 parking</i></b>	
<i>37 parking spaces &amp; 10 stacking spaces provided</i>	<i>30 parking spaces &amp; 6 stacking spaces required (1/ 300 &amp; 1/150 parking spaces)</i>
<b><i>Lot 2 parking</i></b>	
<i>8 parking spaces, 24 ingress &amp; 12 egress stacking spaces provided</i>	<i>30 stacking spaces at ingress &amp; 12 stacking spaces at egress</i>
<b><i>Lot 3 parking</i></b>	
<i>51 parking spaces provided</i>	<i>53 parking space required (1/ 400 parking spaces)</i>
<b><i>Lot 4 parking</i></b>	
<i>52 parking spaces provided</i>	<i>28 parking spaces required (1/400 parking spaces)</i>
<b>Open Space</b>	
22% provided on site	20% open space required

**STAFF CONSIDERATIONS:**

The proposed Major Change and Preliminary Development Plan (PDP) to develop the rest of the existing C-PUD district is consistent with the previous approval in regard to the intensity of uses and previous conditions of approval. However, further consideration should be given at this time for the proposed signage. The applicant has over 300 feet of frontage, which typically allows for three (3) signs not exceeding 48 square feet in display area. However, the applicant is requesting approval for two monument signs at 64 square feet of display area each and one (1) business park identification sign with a total of 80 square feet. In addition to the excess ground signage request the applicant is also requesting a hi-

rise interstate sign located along Lot 2. While the typical requirements would allow for general business uses located near a highway interchange for the interstate sign, staff does not recommend an allowance of the interstate sign due to the character of the use. The interstate sign is proposed on Lot 3, which is proposed as a “pet resort” and considered to be a neighborhood use that would not warrant notification to interstate highway travelers.

The BCEO has indicated further coordination will be required at the FDP stage in order to address the updated traffic analysis and grading and stormwater plans and calculations.

The Butler County Water and Sewer Department (BCWSD) has indicated the water and sanitary sewer system capacity will have to be coordinated at the FDP stage.

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

The proposed overall parking is meeting the typical parking requirements. However, the applicant is only proposing 24 stacking spaces at the ingress to the car wash conveyor, where 30 are typically required. Therefore, consideration should be given to require additional stacking spaces to meet the requirement or allow a reduction of 6 stacking spaces. While the reduction is not ideal, it seems the site would have to be revised to encroach into the typical requirement for the front yard area. Therefore, allowing a reduction in the stacking spaces would be preferable to the alternative.

The applicant will need to provide an amended draft Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (DCCRRE), for the already established “Fields of Liberty Way” or establish a new DCCRRE, which establishes an expanded or new REA, POA, and HOA and defines maintenance responsibilities for all common features and easements at the FDP stage.

The property owner(s) of record will be responsible for maintaining all common features and elements throughout the site. Otherwise, a Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (DCCRRE), which establishes a property owners' association (POA) and defines cross-access, shared parking, and maintenance responsibilities for all common features will be established to perform those responsibilities.

The Butler County Planning Commission held a public hearing on November 14<sup>th</sup> and the Township Zoning Commission held a public hearing on November 20<sup>th</sup> and given all considerations in regard to the existing conditions; the proposed use in relation to the surrounding character; and the overall general welfare of the County and Township, the Commissions recommended approval of the zoning map amendment.

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



**APPLICATION FOR A MAJOR CHANGE  
TO A PUD DISTRICT  
WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT  
9577 Beckett Road, Suite 100, West Chester, Ohio 45069  
Telephone: (513) 777-4214**

.....  
FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:

CASE # MN-0823 DATE RECEIVED: 10-13-23  
Fields of Liberty Hwy  
FEE RECEIPT # 9771 RECEIVED BY: TD/MM

.....  
**THIS APPLICATION MUST BE TYPEWRITTEN - USE ADDITIONAL SHEETS IF NECESSARY**

NAME OF APPLICANT MNR Investments LLC

ADDRESS 2979 Shakespeare Drive

CITY/STATE/ZIP Franklin, OH 45005

PHONE NO. 513 465 2285 FAX NO. \_\_\_\_\_

EMAIL mnrinvestmentllc@gmail.com

NAME, ADDRESS & PARCEL NUMBER OF EACH PROPERTY OWNER OF RECORD  
WITHIN THE PROPERTY WHICH IS REQUESTED FOR THE MAJOR CHANGE:

1. M561002000002, MNR Investments LLC, 2979 Shakespeare Drive
2. M5610015000031, MNR Investments LLC, 2979 Shakespeare Drive
3. \_\_\_\_\_

REQUEST RE-DESIGNATION OF AREA FROM C-PUD TO C-PUD

TOTAL ACRES 7.096

LOCATION OF PROPERTY FOR MAJOR CHANGE:

SECTION 18, 12 TOWN 3 RANGE 2  
PARCEL (S) M5610015000031, M5610020000002

PROPERTY ADDRESS Liberty Field Drive

CITY/STATE/ZIP West Chester, OH 45069

(MY) (OUR) INTEREST IN THE PROPERTY TO BE RECLASSIFIED IS AS:

OWNER  AGENT \_\_\_\_\_ LESSEE \_\_\_\_\_ OPTIONEE \_\_\_\_\_

APPLICANT \_\_\_\_\_  
Signature Address/City/ST/Zip Phone Number

OWNER (S) MNR Investments LLC  
\_\_\_\_\_  
Signature Address/City/ST/Zip Phone Number  
2979 Shakespeare Drive 513 465 2285

**DESCRIPTION OF REQUEST AND REASONS FOR MAJOR CHANGE TO PUD DISTRICT  
WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT  
9577 Beckett Road, Suite 100, West Chester, Ohio 45069  
Telephone: (513) 777-4214**

.....  
FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:

CASE # MC0823 DATE RECEIVED: \_\_\_\_\_  
Fields at Liberty Way, Ph 3 10/13/23  
.....

**NOTE: THIS APPLICATION SHOULD BE TYPEWRITTEN**

The area of land sought to be changed contains approximately 7.096 acres, having frontage of approximately 450 feet located (1) along the West side of Cox approximately 600 feet South of Liberty. Or (2) at the \_\_\_\_\_ corner of the intersection of \_\_\_\_\_ and \_\_\_\_\_.

**THE APPLICANT SHOULD PREPARE DEFINITIVE STATEMENTS REGARDING THE FOLLOWING: (USE ADDITIONAL SHEETS IF NECESSARY)**

1) What are the specific changes in the character and conditions of the area, which have occurred to make the property no longer suitable or appropriate for the existing PUD classification or to make the property appropriate for the proposed PUD district?

The previously approved PUD did not have defined uses or connection points, the proposed PUD modifications are requesting more defined uses and lot configurations.

2) What is the benefit that the neighborhood or community as a whole will derive from this change?

The previously approved PUD did not have defined uses or connection points, the proposed PUD modifications are requesting specific uses and lot configurations.

3) Will the site be accessible from public roads, which are adequate to carry the traffic that will be imposed upon them if the change is granted, or will road improvements be required?

Public Roadways are adequate to handled the design traffic from the proposed development.

4) Has this change been discussed with regard to traffic design with the Butler County Engineer's office? When? Who?

Matt Loeffler and Eric Pottenger on October 6, 2023

5) Is the property currently or can it be serviced by public sewer and water and can proper drainage be provided?

There are currently public water and sewer within the property or roadway frontage. Storm sewer outlets are provided to the property.

6) What is the anticipated proposed use of property and character (architectural treatment) of the development?

Architectural elements will be consistent with the previously approved and constructed hotel developments.

**ADJACENT PROPERTY OWNERS**  
**WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT**  
9577 Beckett Road, Suite 100, West Chester, Ohio 45069  
Telephone: (513) 777-4214

.....  
FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:

CASE # \_\_\_\_\_

DATE RECEIVED:

.....  
LIST ALL PROPERTY OWNERS WITHIN TWO HUNDRED (200) FEET OF SUBJECT PROPERTY.

<u>Property Owner</u>	<u>Tax Mailing Address, include zip code</u>	<u>Parcel Number</u>
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LIBERTY WAY INNKEEPERS LLC, 4404 BUCKEYE LN STE 220, KETTERING OH 45440	M5610020000154	
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HH LIBERTY WAY LLC, 1011 BROOKSIDE RD STE 260, ALLENTOWN PA 18106	M5610015000022,	
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CABLING SPECIALISTS INC, 7305 COX RD, WEST CHESTER OH 45069	M5620362000008	
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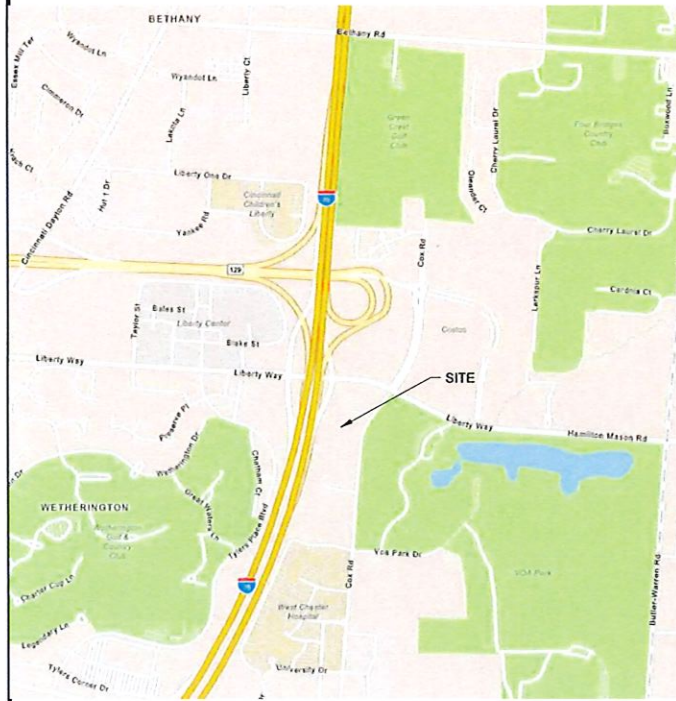
BEACON POINT LLC, 11129 KENWOOD RD, CINCINNATI OH 45242	M5620362000001	
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ANIARA REALTY LLC, 7768 SERVICE CENTER DR, WEST CHESTER OH 45069	M5620362000007	
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BUTLER CO PARK DISTRICT, 2051 TIMBERMAN RD, HAMILTON OH 45013	M5610015000014	
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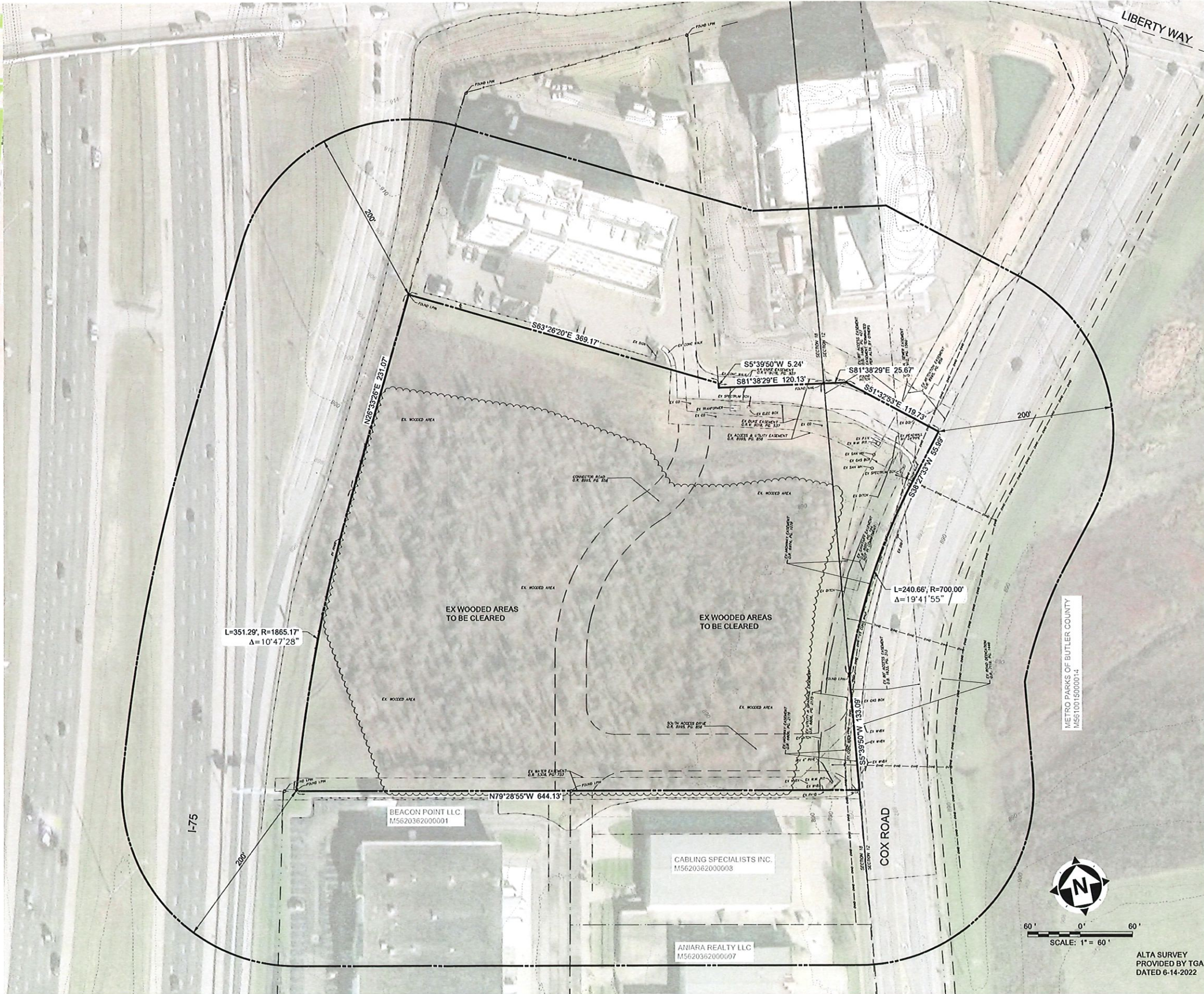
# THE FIELDS AT LIBERTY WAY

## REMAINDER



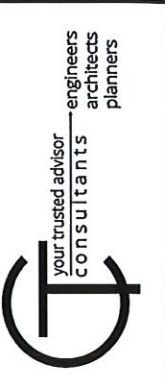
OWNER - DEVELOPER:  
MNR INVESTMENTS LLC  
2979 SHAKESPEARE DRIVE  
FRANKLIN, OH 45005  
P: 513 465 2285

CIVIL ENGINEER:  
CT CONSULTANTS  
4420 COOPER ROAD STE 200  
CINCINNATI, OH 45242  
P: 513 792 8410



SCALE: 1" = 60'

ALTA SURVEY  
PROVIDED BY TGA  
DATED 6-14-2022



your trusted advisor  
consultants  
engineers  
architects  
planners

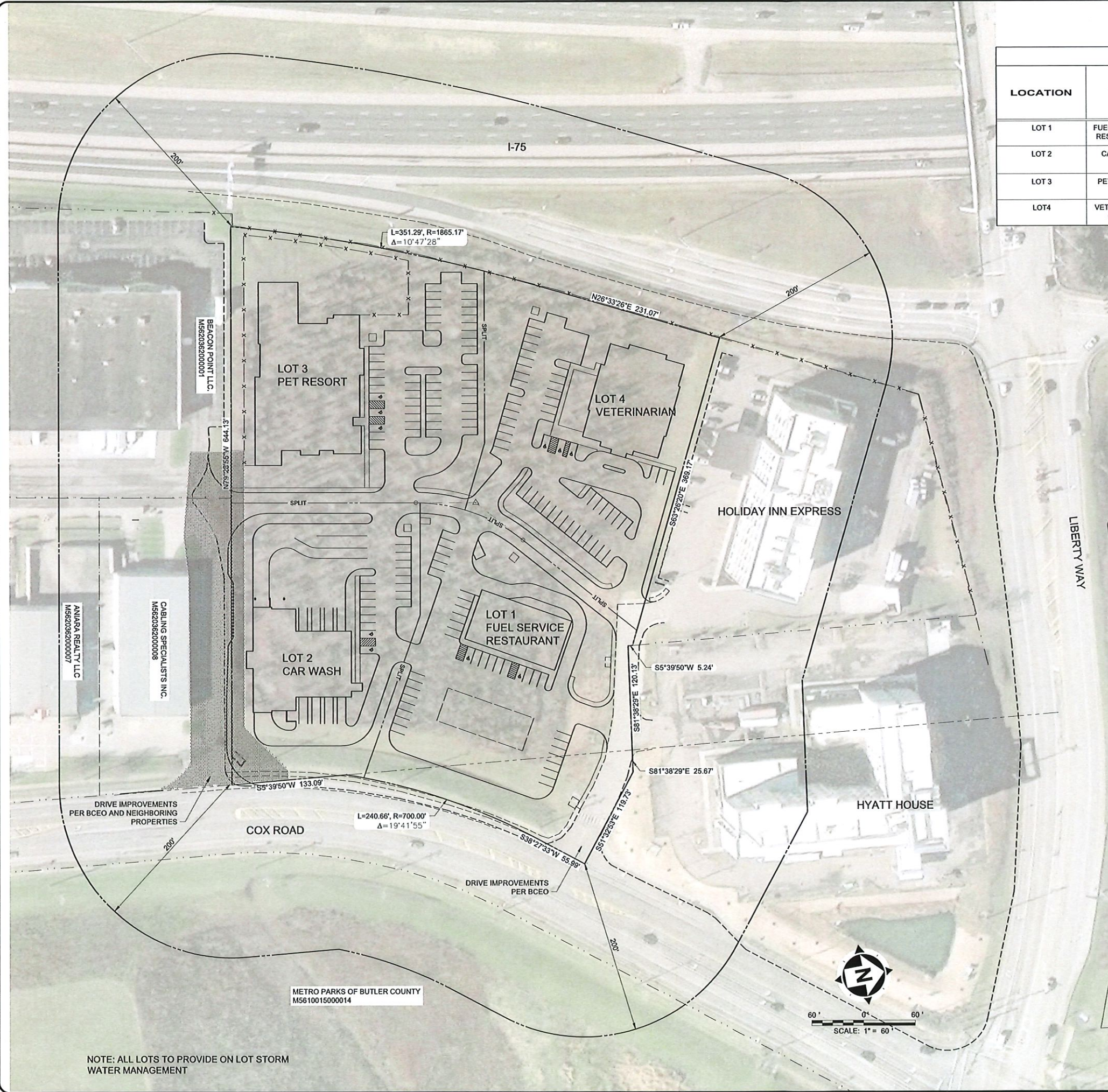
ISSUED FOR:	PUD REVIEW	NO	REVISION	DATE
ISSUE DATE:	10/10/23			
SCALE:	AS SHOWN			
DESIGNED BY:	MLAC			
DRAWN BY:	MLAC			
CHECKED BY:	MLAC			

**THE FIELDS AT LIBERTY WAY**  
UN-DEVELOPED AREAS  
COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

**EXISTING CONDITIONS**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C01
SHEET	1
OF	5

USE SUMMARY TABLE						
LOCATION	USE	BUILDING SIZE	REQUIRED PARKING	PROVIDED PARKING	LOT AREA	OPEN SPACE
LOT 1	FUEL SERVICE/ RESTAURANT	4,200 S.F./ 2,400 S.F.	10.5 SPACES/ 16 SPACES = 27	37 SPACES	-1.92 AC	0.40 AC (21%)
LOT 2	CAR WASH	11,000 S.F. 1 CONVEYOR, 4 SELF SERVE	8 SPACES/ 30 + 12, 16	18 SPACES/ 32 + 12, 16	-1.46 AC	0.30 AC (20%)
LOT 3	PET RESORT	21,000 S.F.	42 SPACES	51 SPACES	-1.99 AC	0.40 AC (20%)
LOT 4	VETERINARIAN OFFICE	11,000 S.F.	22 SPACES	52 SPACES	-1.73 AC	0.43 AC (25%)
					-7.1 AC	1.53 AC (22%)



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**engineers**  
**architects**  
**planners**  
**consultants**

ISSUED FOR:	PUB REVIEW	NO	REVISION	DATE
ANARA REALTY LLC MS62032000007	10/19/23			
CABLING SPECIALISTS INC. MS62032000008	AS SHOWN			
	MLAC			
	MLAC			
	MLAC			

**THE FIELDS AT LIBERTY WAY**  
**UN-DEVELOPED AREAS**  
 COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

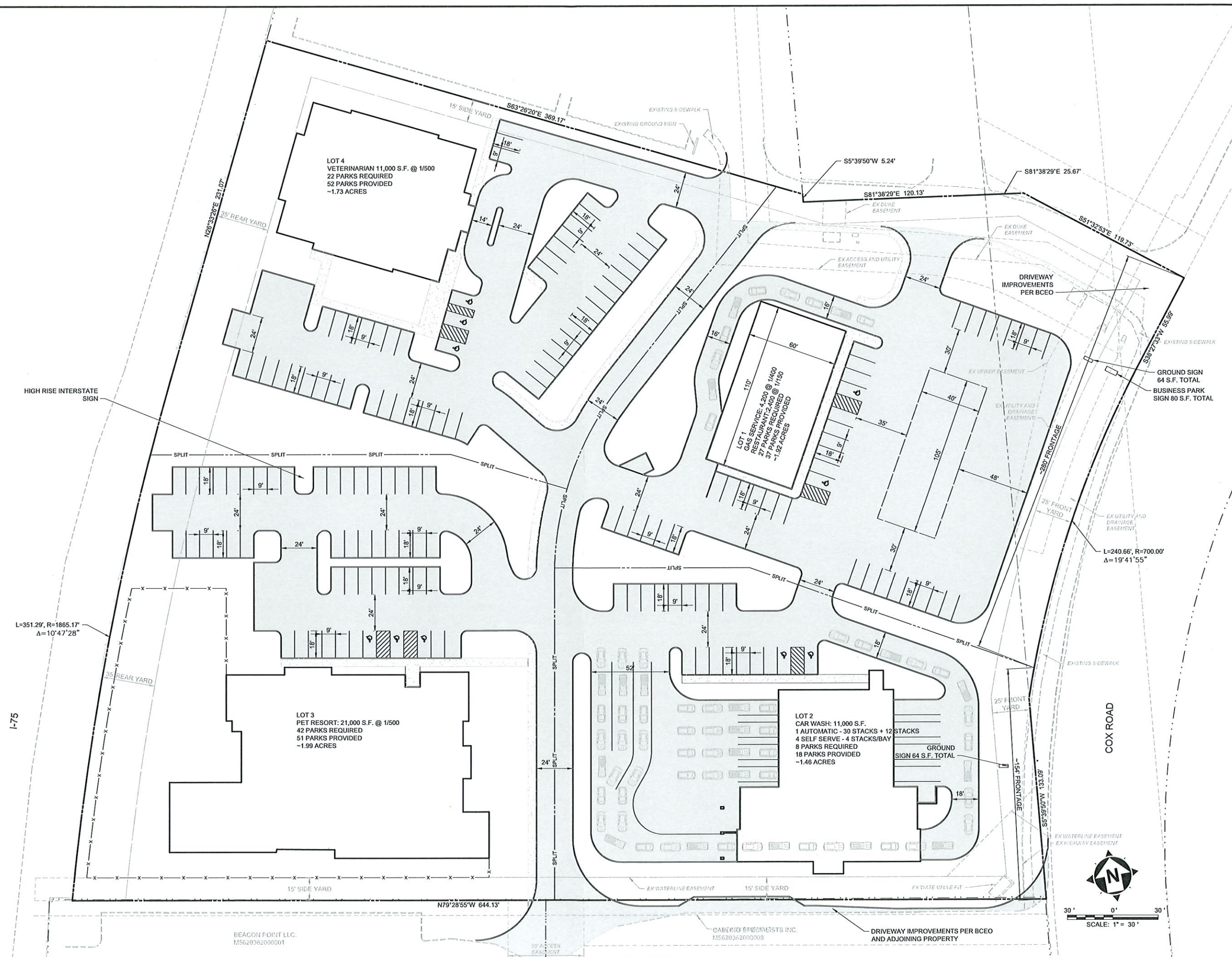
**OVERALL LAYOUT**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C02
SHEET	2
OF	5

NOTE: ALL LOTS TO PROVIDE ON LOT STORM WATER MANAGEMENT

METRO PARKS OF BUTLER COUNTY  
 MS610015000014





HIGH RISE INTERSTATE SIGN

L=351.29', R=1865.17'  
Δ=10°47'28"

I-75

LOT 4  
VETERINARIAN 11,000 S.F. @ 1/500  
22 PARKS REQUIRED  
52 PARKS PROVIDED  
-1.73 ACRES

LOT 1  
GAS SERVICE 4,200 @ 1/400  
RESTAURANT 2,400 @ 1/150  
37 PARKS REQUIRED  
119 PARKS PROVIDED  
-1.92 ACRES

LOT 3  
PET RESORT: 21,000 S.F. @ 1/500  
42 PARKS REQUIRED  
51 PARKS PROVIDED  
-1.99 ACRES

LOT 2  
CAR WASH: 11,000 S.F.  
1 AUTOMATIC - 30 STACKS + 12 STACKS  
4 SELF SERVE - 4 STACKS/BAY  
8 PARKS REQUIRED  
18 PARKS PROVIDED  
-1.46 ACRES

GROUND SIGN  
64 S.F. TOTAL  
BUSINESS PARK  
SIGN 80 S.F. TOTAL



SCALE: 1" = 30'

BEACON POINT LLC.  
M5620362000001

CANNING ENGINEERS INC.  
M5620362000003

DRIVEWAY IMPROVEMENTS PER BCCE  
AND ADJOINING PROPERTY

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engineers  
architects  
planners  
consultants

ISSUED FOR:	PUB REVIEW	NO	REVISION	DATE
10/10/23	AS SHOWN			
SCALE:	DESIGNED BY:	MLAC	MLAC	MLAC
	DRAWN BY:			
	CHECKED BY:			

**THE FIELDS AT LIBERTY WAY**  
UN-DEVELOPED AREAS  
COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

**CONCEPTUAL LAYOUT**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C03
SHEET	3
OF	5

I-75

L=351.29', R=1865.17'  
Δ=10°47'28"

N26°33'28"E 231.07'

S63°26'20"E 369.17'

S5°39'50"W 5.24'

S81°38'29"E 120.13'

S81°38'29"E 25.67'

S51°32'53"E 118.73'

S39°27'33"W 56.80'

L=240.66', R=700.00'  
Δ=19°41'55"

N79°28'55"W 644.13'

S5°39'50"W 135.09'

COX ROAD

LOT 4  
 VETERINARIAN 11,000 S.F. @ 1/500  
 22 PARKS REQUIRED  
 52 PARKS PROVIDED  
 ~1.73 ACRES

LOT 1  
 GAS SERVICE 4,200 @ 1,400  
 RESTAURANT 3,400 @ 1,150  
 27 PARKS REQUIRED  
 37 PARKS PROVIDED  
 ~1.99 ACRES

LOT 3  
 PET RESORT: 21,000 S.F. @ 1/500  
 42 PARKS REQUIRED  
 51 PARKS PROVIDED  
 ~1.99 ACRES

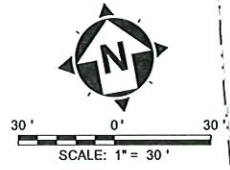
LOT 2  
 CAR WASH: 11,000 S.F.  
 1 AUTOMATIC - 30 STACKS + 12 STACKS  
 4 SELF SERVE - 4 STACKS/BAY  
 8 PARKS REQUIRED  
 18 PARKS PROVIDED  
 ~1.46 ACRES

PUBLIC WATER CONTROL VALVE

BEACON POINT LLC  
M5620362000001

CABLING SPECIALISTS INC.  
M5620362000003

NOTE: ALL LOTS TO PROVIDE ON LOT STORM  
WATER MANAGEMENT



ISSUED FOR:	PLD REVIEW	NO	REVISION	DATE
10/10/23	AS SHOWN			
SCALE:	DESIGNED BY:	MLAC		
	DRAWN BY:	MLAC		
	CHECKED BY:	MLAC		

**THE FIELDS AT LIBERTY WAY**  
 UN-DEVELOPED AREAS  
 COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

**CONCEPTUAL UTILITY PLAN**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C04
SHEET	OF
4	5

I-75

L=351.29', R=1865.17'  
Δ=10°47'28"

N26°33'28"E 231.07'

S63°26'20"E 369.17'

LOT 4  
VETERINARIAN 11,000 S.F. @ 1/500  
22 PARKS REQUIRED  
52 PARKS PROVIDED  
~1.73 ACRES

LOT 1  
GAS SERVICE 4,200 @ 1/400  
RESTAURANT 2,400 @ 1/150  
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42 PARKS REQUIRED  
51 PARKS PROVIDED  
~1.99 ACRES

LOT 2  
CAR WASH: 11,000 S.F.  
1 AUTOMATIC - 30 STACKS + 12 STACKS  
4 SELF SERVE - 4 STACKS/BAY  
8 PARKS REQUIRED  
18 PARKS PROVIDED  
~1.46 ACRES

N79°28'55"W 644.13'

S81°38'29"E 120.13'

S5°39'50"W 5.24'

S81°38'29"E 25.67'

S51°32'53"E 118.73'

S39°27'33"W 58.89'

L=240.66', R=700.00'  
Δ=19°41'55"

COX ROAD



SCALE: 1" = 30'

BEACON POINT LLC.  
M5620362000001

CABLING SPECIALISTS INC.  
M5620362000008

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architects  
planners

ISSUED FOR:	PLD REVIEW	NO	REVISION	DATE
ISSUE DATE:	10/10/23			
SCALE:	AS SHOWN			
DESIGNED BY:	MLAC			
DRAWN BY:	MLAC			
CHECKED BY:	MLAC			

**THE FIELDS AT LIBERTY WAY**  
UN-DEVELOPED AREAS  
COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

**TOPOGRAPHIC PLAN**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C05
SHEET	OF
5	5





**WCT Board of Trustees Staff Report**

**December 19, 2023**

**CASE No. MC 08-23**

**THE FIELDS AT LIBERTY WAY; PHASE 3**

---

**CASE HISTORY:**

The West Chester Township Board of Trustees approved a Zoning Map Amendment from M-1 (Light Industrial District) and A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (26-2016) on September 13, 2016 for a four-story, extended-stay hotel on Lot 1, a five-story hotel on Lot 2, and 90,000 square feet of future development on approximately 13.35 acres.

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**REQUEST:** Major Change to a PUD

**PROPERTY OWNER:** MNR Investments, LLC.

**APPLICANT:** MNR Investments, LLC.

**LOCATION:** The subject site is located long Liberty Way and Cox Road, and I-75 (Parcel M5610020000002 (Section 12, Town 3, Range 2).

**SITE DESCRIPTION:** The site consists of 6.7 acres having approximately 432 feet of frontage along Cox Road. The site is characterized as vacant and heavily vegetated.

**SITE AERIAL:**



**SURROUNDING  
CONDITIONS:**

Existing Zoning

	<i>(Liberty Township)</i>	
North:	O-2	Office/ Light Industrial
East:	A-1	Agricultural District
South:	M-1	Industrial District
West:	C-PUD	Commercial Planned Unit Development District

**APPLICANT'S PROPOSAL:**

<b>Lot 1 - Fuel Service/ Drive-thru Restaurant uses</b>	4,200 sf/ 2,400 sf
<b>Lot 2 - Car Wash use</b>	11,000 sf
<b>Lot 3 - Pet Resort</b>	21,000 sf
<b>Lot 4 - Veterinarian office</b>	11,000 sf
<b><i>Lot 1 parking</i></b>	
<i>37 parking spaces &amp; 10 stacking spaces provided</i>	<i>30 parking spaces &amp; 6 stacking spaces required (1/ 300 &amp; 1/150 parking spaces)</i>
<b><i>Lot 2 parking</i></b>	
<i>8 parking spaces, 24 ingress &amp; 12 egress stacking spaces provided</i>	<i>30 stacking spaces at ingress &amp; 12 stacking spaces at egress</i>
<b><i>Lot 3 parking</i></b>	
<i>51 parking spaces provided</i>	<i>53 parking space required (1/ 400 parking spaces)</i>
<b><i>Lot 4 parking</i></b>	
<i>52 parking spaces provided</i>	<i>28 parking spaces required (1/400 parking spaces)</i>
<b>Open Space</b>	
22% provided on site	20% open space required

**STAFF CONSIDERATIONS:**

The proposed Major Change and Preliminary Development Plan (PDP) to develop the rest of the existing C-PUD district is consistent with the previous approval in regard to the intensity of uses and previous conditions of approval. However, further consideration should be given at this time for the proposed signage. The applicant has over 300 feet of frontage, which typically allows for three (3) signs not exceeding 48 square feet in display area. However, the applicant is requesting approval for two monument signs at 64 square feet of display area each and one (1) business park identification sign with a total of 80 square feet. In addition to the excess ground signage request the applicant is also requesting a hi-

rise interstate sign located along Lot 2. While the typical requirements would allow for general business uses located near a highway interchange for the interstate sign, staff does not recommend an allowance of the interstate sign due to the character of the use. The interstate sign is proposed on Lot 3, which is proposed as a “pet resort” and considered to be a neighborhood use that would not warrant notification to interstate highway travelers.

The BCEO has indicated further coordination will be required at the FDP stage in order to address the updated traffic analysis and grading and stormwater plans and calculations.

The Butler County Water and Sewer Department (BCWSD) has indicated the water and sanitary sewer system capacity will have to be coordinated at the FDP stage.

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

The proposed overall parking is meeting the typical parking requirements. However, the applicant is only proposing 24 stacking spaces at the ingress to the car wash conveyor, where 30 are typically required. Therefore, consideration should be given to require additional stacking spaces to meet the requirement or allow a reduction of 6 stacking spaces. While the reduction is not ideal, it seems the site would have to be revised to encroach into the typical requirement for the front yard area. Therefore, allowing a reduction in the stacking spaces would be preferable to the alternative.

The applicant will need to provide an amended draft Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (DCCRRE), for the already established “Fields of Liberty Way” or establish a new DCCRRE, which establishes an expanded or new REA, POA, and HOA and defines maintenance responsibilities for all common features and easements at the FDP stage.

The property owner(s) of record will be responsible for maintaining all common features and elements throughout the site. Otherwise, a Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (DCCRRE), which establishes a property owners' association (POA) and defines cross-access, shared parking, and maintenance responsibilities for all common features will be established to perform those responsibilities.

The Butler County Planning Commission held a public hearing on November 14<sup>th</sup> and the Township Zoning Commission held a public hearing on November 20<sup>th</sup> and given all considerations in regard to the existing conditions; the proposed use in relation to the surrounding character; and the overall general welfare of the County and Township, the Commissions recommended approval of the zoning map amendment.

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

**APPLICATION FOR A MAJOR CHANGE  
TO A PUD DISTRICT  
WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT  
9577 Beckett Road, Suite 100, West Chester, Ohio 45069  
Telephone: (513) 777-4214**

.....  
FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:

CASE # MN-0823 DATE RECEIVED: 10-13-23  
Fields at Liberty Hwy  
FEE RECEIPT # 9771 RECEIVED BY: TD/MM

.....  
**THIS APPLICATION MUST BE TYPEWRITTEN - USE ADDITIONAL SHEETS IF NECESSARY**

NAME OF APPLICANT MNR Investments LLC

ADDRESS 2979 Shakespeare Drive

CITY/STATE/ZIP Franklin, OH 45005

PHONE NO. 513 465 2285 FAX NO. \_\_\_\_\_

EMAIL mnrinvestmentllc@gmail.com

NAME, ADDRESS & PARCEL NUMBER OF EACH PROPERTY OWNER OF RECORD  
WITHIN THE PROPERTY WHICH IS REQUESTED FOR THE MAJOR CHANGE:

1. M561002000002, MNR Investments LLC, 2979 Shakespeare Drive
2. M5610015000031, MNR Investments LLC, 2979 Shakespeare Drive
3. \_\_\_\_\_

REQUEST RE-DESIGNATION OF AREA FROM C-PUD TO C-PUD

TOTAL ACRES 7.096

LOCATION OF PROPERTY FOR MAJOR CHANGE:

SECTION 18, 12 TOWN 3 RANGE 2  
PARCEL (S) M5610015000031, M5610020000002

PROPERTY ADDRESS Liberty Field Drive

CITY/STATE/ZIP West Chester, OH 45069

(MY) (OUR) INTEREST IN THE PROPERTY TO BE RECLASSIFIED IS AS:

OWNER  AGENT \_\_\_\_\_ LESSEE \_\_\_\_\_ OPTIONEE \_\_\_\_\_

APPLICANT \_\_\_\_\_  
Signature Address/City/ST/Zip Phone Number

OWNER (S) MNR Investments LLC  
\_\_\_\_\_  
Signature Address/City/ST/Zip Phone Number  
2979 Shakespeare Drive 513 465 2285

DESCRIPTION OF REQUEST AND REASONS FOR MAJOR CHANGE TO PUD DISTRICT  
WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT  
9577 Beckett Road, Suite 100, West Chester, Ohio 45069  
Telephone: (513) 777-4214

.....  
FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:  
.....

CASE # MC0823

DATE RECEIVED:

Fields at Liberty Way, Ph 3

10/13/23

.....  
**NOTE: THIS APPLICATION SHOULD BE TYPEWRITTEN**

The area of land sought to be changed contains approximately 7.096 acres, having frontage of approximately 450 feet located (1) along the West side of Cox approximately 600 feet South of Liberty. Or (2) at the \_\_\_\_\_ corner of the intersection of \_\_\_\_\_ and \_\_\_\_\_.

**THE APPLICANT SHOULD PREPARE DEFINITIVE STATEMENTS REGARDING THE FOLLOWING: (USE ADDITIONAL SHEETS IF NECESSARY)**

1) What are the specific changes in the character and conditions of the area, which have occurred to make the property no longer suitable or appropriate for the existing PUD classification or to make the property appropriate for the proposed PUD district?

The previously approved PUD did not have defined uses or connection points, the proposed PUD modifications are requesting more defined uses and lot configurations.

2) What is the benefit that the neighborhood or community as a whole will derive from this change?

The previously approved PUD did not have defined uses or connection points, the proposed PUD modifications are requesting specific uses and lot configurations.

3) Will the site be accessible from public roads, which are adequate to carry the traffic that will be imposed upon them if the change is granted, or will road improvements be required?

Public Roadways are adequate to handled the design traffic from the proposed development.

4) Has this change been discussed with regard to traffic design with the Butler County Engineer's office? When? Who?

Matt Loeffler and Eric Pottenger on October 6, 2023

5) Is the property currently or can it be serviced by public sewer and water and can proper drainage be provided?

There are currently public water and sewer within the property or roadway frontage.

Storm sewer outlets are provided to the property.

6) What is the anticipated proposed use of property and character (architectural treatment) of the development?

Architectural elements will be consistent with the previously approved and constructed hotel developments.

**ADJACENT PROPERTY OWNERS**  
**WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT**  
9577 Beckett Road, Suite 100, West Chester, Ohio 45069  
Telephone: (513) 777-4214

.....  
FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:

CASE # \_\_\_\_\_

DATE RECEIVED:

.....  
LIST ALL PROPERTY OWNERS WITHIN TWO HUNDRED (200) FEET OF SUBJECT PROPERTY.

<u>Property Owner</u>	<u>Tax Mailing Address, include zip code</u>	<u>Parcel Number</u>
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LIBERTY WAY INNKEEPERS LLC, 4404 BUCKEYE LN STE 220, KETTERING OH 45440	M5610020000154	
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HH LIBERTY WAY LLC, 1011 BROOKSIDE RD STE 260, ALLENTOWN PA 18106	M5610015000022,	
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CABLING SPECIALISTS INC, 7305 COX RD, WEST CHESTER OH 45069	M5620362000008	
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BEACON POINT LLC, 11129 KENWOOD RD, CINCINNATI OH 45242	M5620362000001	
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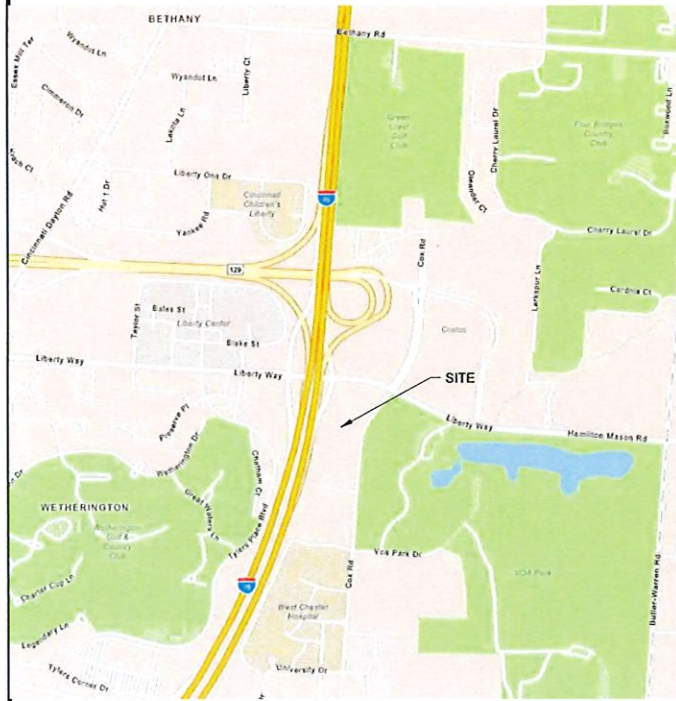
ANIARA REALTY LLC, 7768 SERVICE CENTER DR, WEST CHESTER OH 45069	M5620362000007	
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BUTLER CO PARK DISTRICT, 2051 TIMBERMAN RD, HAMILTON OH 45013	M5610015000014	
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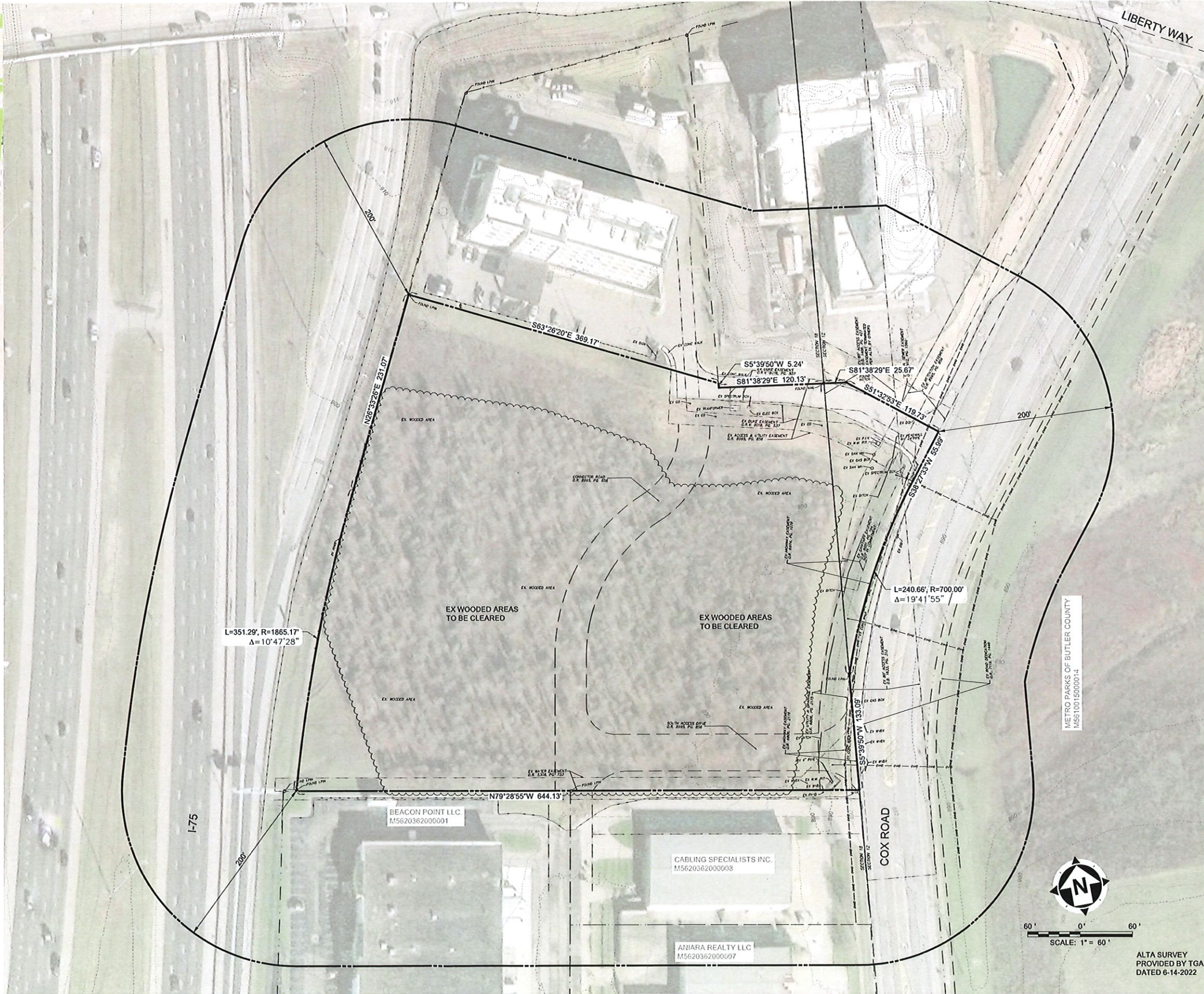
# THE FIELDS AT LIBERTY WAY

## REMAINDER



OWNER - DEVELOPER:  
MNR INVESTMENTS LLC  
2979 SHAKESPEARE DRIVE  
FRANKLIN, OH 45005  
P: 513 465 2285

CIVIL ENGINEER:  
CT CONSULTANTS  
4420 COOPER ROAD STE 200  
CINCINNATI, OH 45242  
P: 513 792 8410



SCALE: 1" = 60'

ALTA SURVEY  
PROVIDED BY TGA  
DATED 6-14-2022

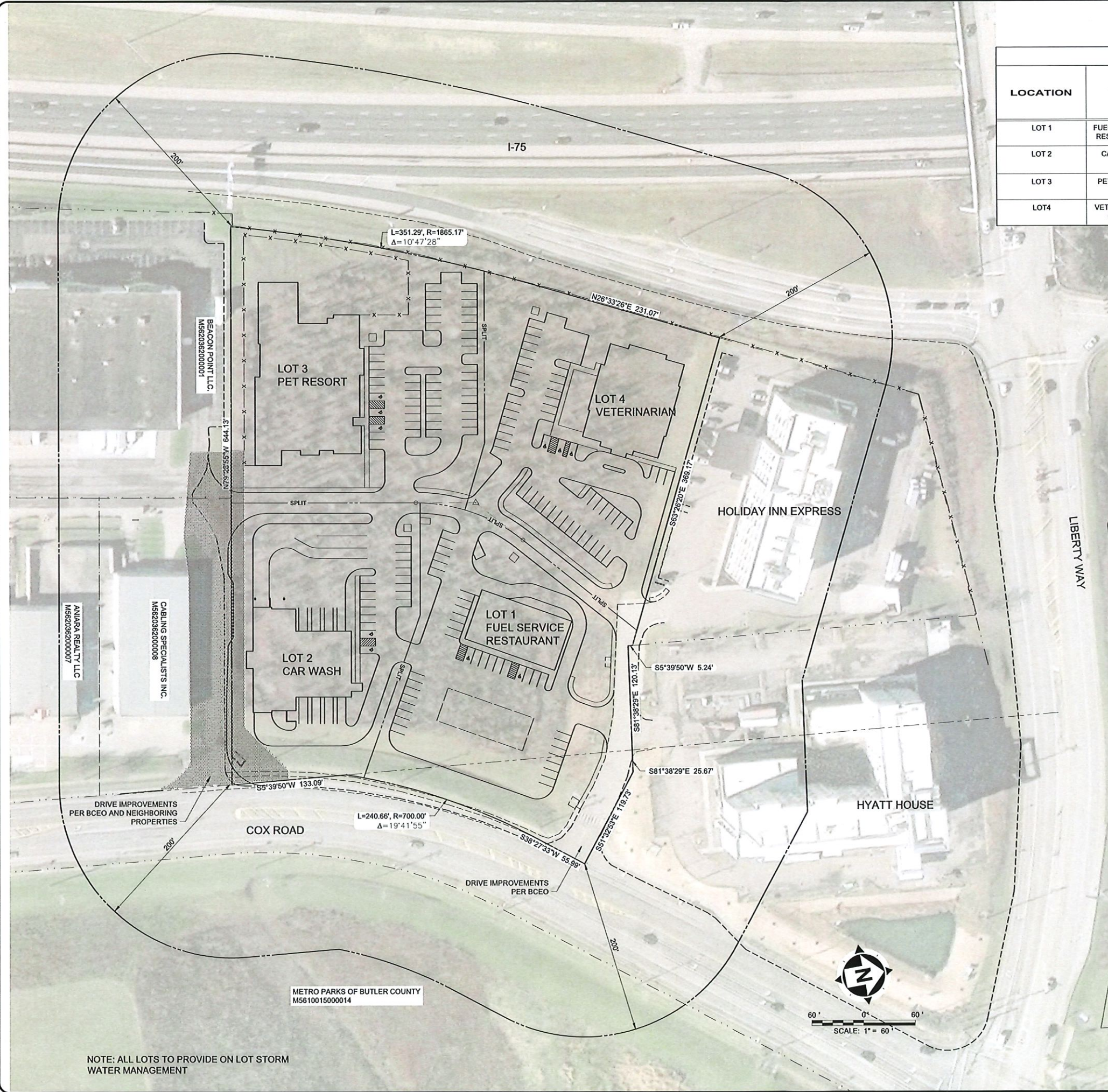


NO	REVISION	DATE

ISSUED FOR: PUD REVIEW  
ISSUE DATE: 10/10/23  
SCALE: AS SHOWN  
DESIGNED BY: MLAC  
DRAWN BY: MLAC  
CHECKED BY: MLAC

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C01
SHEET	1
OF	5

USE SUMMARY TABLE						
LOCATION	USE	BUILDING SIZE	REQUIRED PARKING	PROVIDED PARKING	LOT AREA	OPEN SPACE
LOT 1	FUEL SERVICE/ RESTAURANT	4,200 S.F./ 2,400 S.F.	10.5 SPACES/ 16 SPACES = 27	37 SPACES	-1.92 AC	0.40 AC (21%)
LOT 2	CAR WASH	11,000 S.F. 1 CONVEYOR, 4 SELF SERVE	8 SPACES/ 30 + 12, 16	18 SPACES/ 32 + 12, 16	-1.46 AC	0.30 AC (20%)
LOT 3	PET RESORT	21,000 S.F.	42 SPACES	51 SPACES	-1.99 AC	0.40 AC (20%)
LOT 4	VETERINARIAN OFFICE	11,000 S.F.	22 SPACES	52 SPACES	-1.73 AC	0.43 AC (25%)
					-7.1 AC	1.53 AC (22%)



NOTE: ALL LOTS TO PROVIDE ON LOT STORM WATER MANAGEMENT

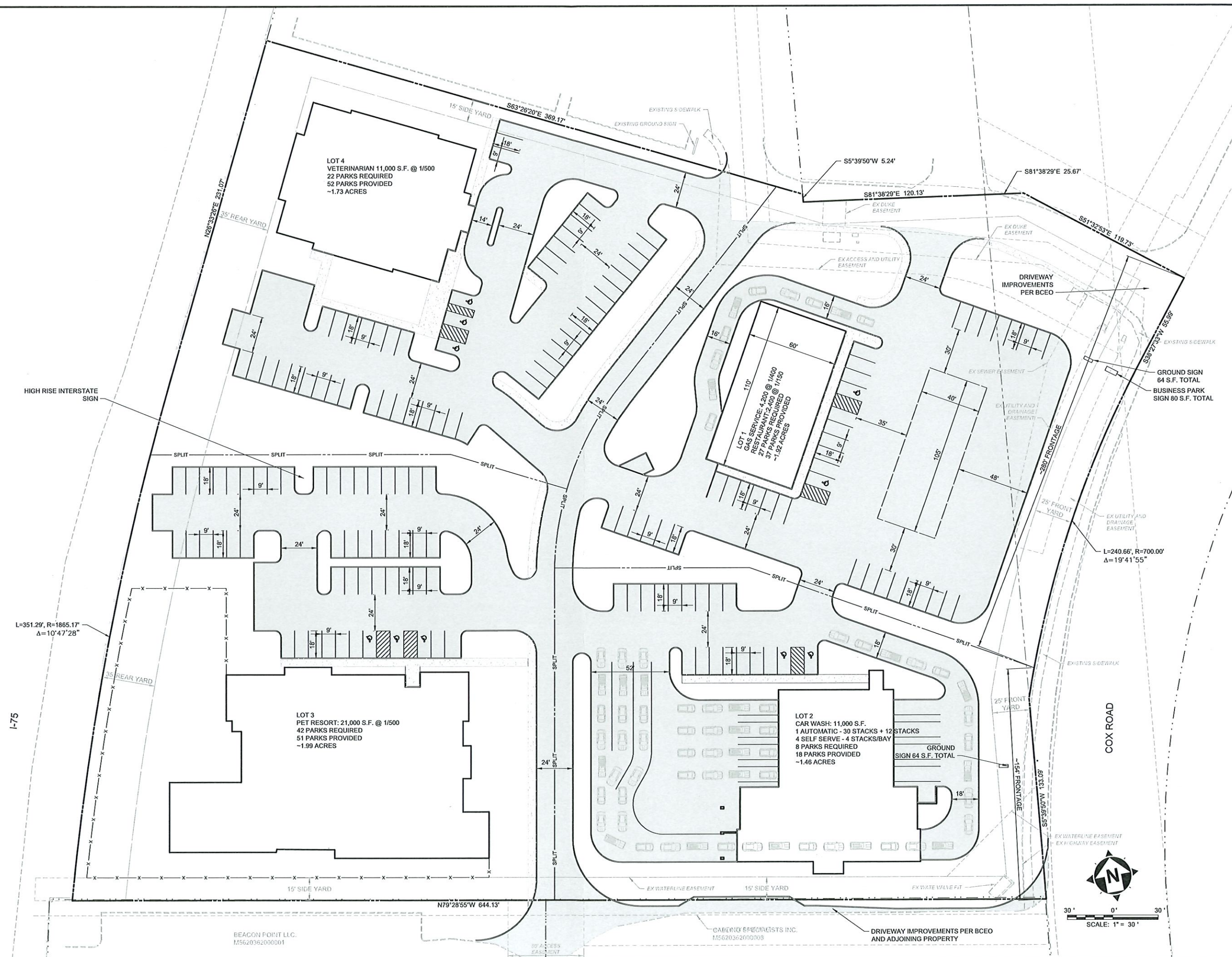


ISSUED FOR:	PUD REVIEW	NO	REVISION	DATE
ANARA REALTY LLC MS62032000007	10/19/23			
CABLING SPECIALISTS INC. MS62032000008	AS SHOWN			
	MLAC			
	MLAC			
	MLAC			

**THE FIELDS AT LIBERTY WAY**  
**UN-DEVELOPED AREAS**  
 COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

**OVERALL LAYOUT**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C02
SHEET	2
OF	5



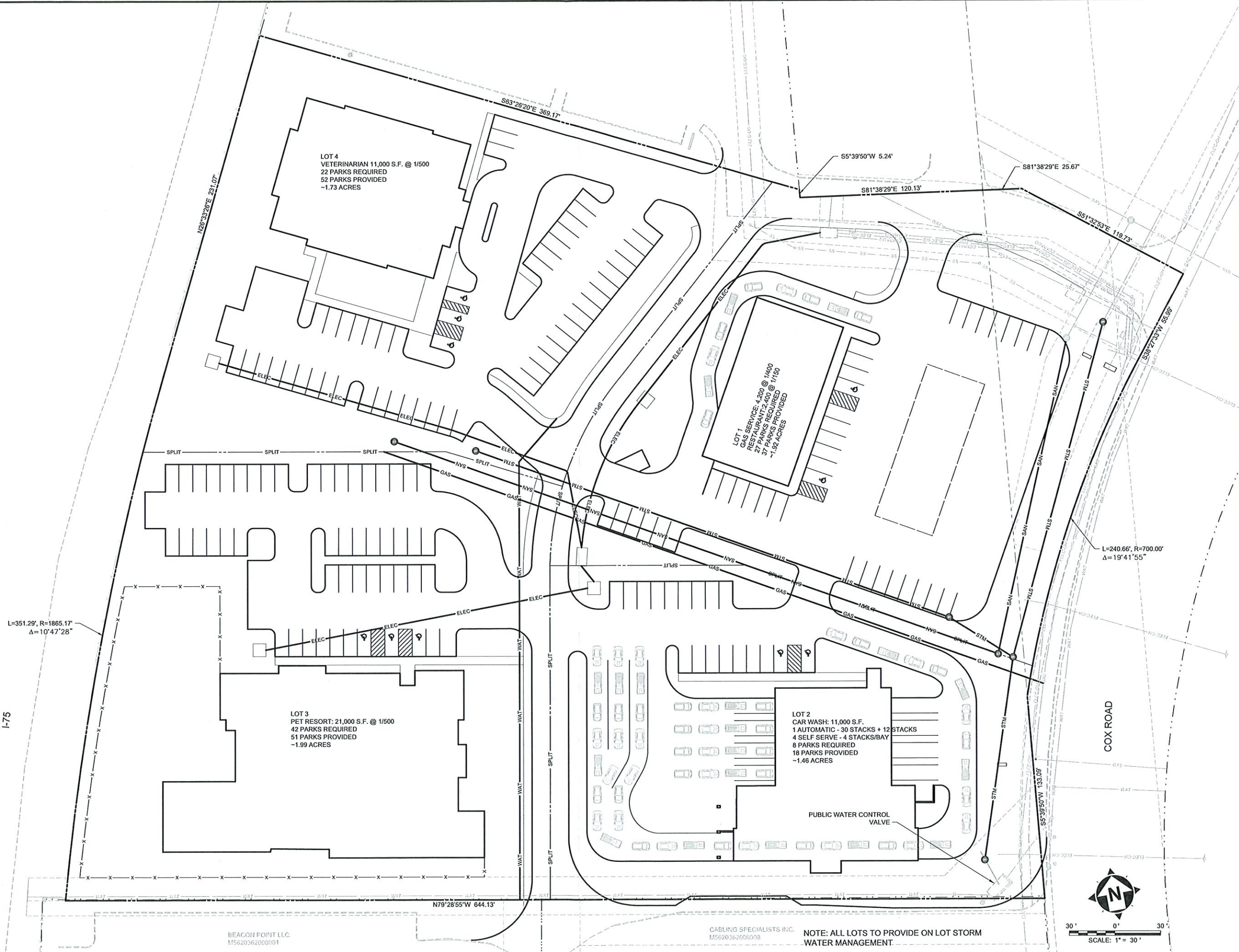
your trusted advisor  
**engineers**  
**consultants**  
**architects**  
**planners**

DATE	REVISION	NO	ISSUED FOR:	PUB REVIEW	10/10/23
			AS SHOWN <td>MLAC</td> <td>MLAC</td>	MLAC	MLAC
			DESIGNED BY:	MLAC	MLAC
			DRAWN BY:	MLAC	MLAC
			CHECKED BY:	MLAC	MLAC

**THE FIELDS AT LIBERTY WAY**  
**UN-DEVELOPED AREAS**  
**COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO**

**CONCEPTUAL LAYOUT**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C03
SHEET	3
OF	5



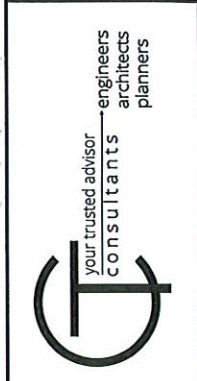
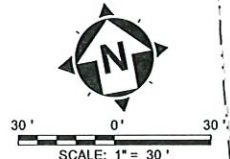
L=351.29', R=1865.17'  
 $\Delta=10^{\circ}47'28''$

I-75

BEACON POINT LLC.  
 M5620362000001

CABLING SPECIALISTS INC.  
 M5620362000003

NOTE: ALL LOTS TO PROVIDE ON LOT STORM WATER MANAGEMENT



ISSUED FOR:	PLD REVIEW	NO	REVISION	DATE
10/10/23	AS SHOWN			
SCALE:	DESIGNED BY:	MLAC		
	DRAWN BY:	MLAC		
	CHECKED BY:	MLAC		

**THE FIELDS AT LIBERTY WAY**  
**UN-DEVELOPED AREAS**  
 COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

**CONCEPTUAL UTILITY PLAN**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C04
SHEET	OF
4	5

I-75

L=351.29', R=1865.17'  
Δ=10°47'28"

N26°33'28"E 231.07'

S63°26'20"E 369.17'

LOT 4  
VETERINARIAN 11,000 S.F. @ 1/500  
22 PARKS REQUIRED  
52 PARKS PROVIDED  
~1.73 ACRES

LOT 1  
GAS SERVICE 4,200 @ 1/400  
RESTAURANT 2,400 @ 1/150  
37 PARKS REQUIRED  
~1.99 ACRES

LOT 3  
PET RESORT: 21,000 S.F. @ 1/500  
42 PARKS REQUIRED  
51 PARKS PROVIDED  
~1.99 ACRES

LOT 2  
CAR WASH- 11,000 S.F.  
1 AUTOMATIC - 30 STACKS + 12 STACKS  
4 SELF SERVE - 4 STACKS/BAY  
8 PARKS REQUIRED  
18 PARKS PROVIDED  
~1.46 ACRES

N79°28'55"W 644.13'

S81°38'29"E 120.13'

S5°39'50"W 5.24'

S81°38'29"E 25.67'

S51°32'53"E 118.73'

S39°27'33"W 58.89'

L=240.66', R=700.00'  
Δ=19°41'55"

COX ROAD

S5°39'50"W 135.09'



30' 0' 30'  
SCALE: 1" = 30'

BEACON POINT LLC.  
M5620362000001

CABLING SPECIALISTS INC.  
M5620362000008

your trusted advisor  
engineers  
architects  
planners

ISSUED FOR:	PLD REVIEW	NO	REVISION	DATE
ISSUE DATE:	10/10/23			
SCALE:	AS SHOWN			
DESIGNED BY:	MLAC			
DRAWN BY:	MLAC			
CHECKED BY:	MLAC			

**THE FIELDS AT LIBERTY WAY**  
UN-DEVELOPED AREAS  
COX ROAD, WEST CHESTER, BUTLER COUNTY, OHIO

**TOPOGRAPHIC PLAN**

PROJECT NO.	230064
DISCIPLINE	CIVIL
SHEET NAME	C05
SHEET	OF
5	5