

West Chester

— OHIO —

Trustees Meeting Agenda January 9, 2024

Trustees

Ann Becker, Chair
Lee Wong
Mark S. Welch

Fiscal Officer

Bruce Jones
Administrator
Larry D. Burks

6:00 P.M.

Organizational & Regular Meeting

Mr. Jones

- Convene
- Roll Call
- Pledge
- Conduct election of officers

Citizen's Comments

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

Chairperson

Presentations

None

Chairperson

Action Items - For approval by motion

- A. Motion to set 2024 Meeting dates
- B. Motion to approve Trustee Meeting Minutes - December 19, 2023
- C. Motion to approve payment of bills - December 18, 2023 through December 29, 2023

Mr. Burks

Requisitions - Greater than \$7,500.00

- | | | |
|-------------|--------------|---|
| 1. Fire | \$ 33,000.00 | Butler Tech & Career Dev Schools - Pay tuition for Paramedic School |
| 2. Police | \$ 10,995.00 | Magnet Forensics USA, Inc. - Renew GrayKey license |
| 3. Services | \$ 99,123.00 | Cartegraph Systems LLC - Purchase license(s) for asset management data storage, support, and maintenance (CIP 2028) |
| 4. Services | \$ 9,602.50 | Queen City Awning - Purchase awning for HR entrance at Administration Building (CIP 1838) |

Mr. Burks

Personnel Items

None

January 9, 2024

Mr. Burks

Business Items

- 5. Adm Motion to approve Resolution 01-2024 Rescinding and Replacing Resolution 06-2019 Authorizing Various Township Personnel to Incur Obligations on Behalf of the Township Pursuant to Ohio Revised Code §507.11
- 6. Adm Motion to approve agreement between West Chester Township Board of Trustees and Clark, Schaefer, Hackett & Co for accounting and advisory services related to transitioning payroll systems, not to exceed \$25,000; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
- 7. Comm Dev Motion to approve Resolution 02-2024 authorizing the acceptance of the proposed Agreed Entry resolving West Chester Township Board of Trustees' case involving the property at 8740 Cincinnati-Dayton Road, West Chester, Ohio 45069
- 8. Fire Motion to appoint two Trustees, two Fire Department members, and one civilian to the 2024 Volunteer Firefighters' Dependents Board
- 9. PIE Motion to approve subgrant agreement between West Chester Township Board of Trustees and Board of Commissioners Butler County, Ohio to accept American Rescue Plan Act/State and Local Fiscal Recovery Funds to primarily serve the elderly population with accessibility challenges and to promote their ability to perform and attend normal day to day activities; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
- 10. Police Motion not to object to a new D1, D2 liquor permit for L&M Spiceporium LLC dba Sawasdee Thai Cuisine, 6064 West Chester Road
- 11. Services Motion to approve Cooperative Agreement between West Chester Township Board of Trustees and Butler County Engineer's Office for slip repair of West Chester Road, not to exceed \$40,000; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP 2030)
- 12. Services Motion to approve preliminary legislation between West Chester Township Board of Trustees and Ohio Department of Transportation for proposed decorative fence for the Crescentville Road Overpass Project as an alternate bid item; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

First Reading of Resolutions & Reading of Emergency Resolutions

- *13. Emergency Reading Resolution 04-2024 Rescinding and Replacing Resolution 01-2018 Establishing the Rules of Conduct for West Chester Township Trustee Meetings and declaring an emergency and dispensing with the second reading
- *14. Emergency Reading Resolution 05-2024 Affirming The December 5, 2023 imposition of 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

Citizen's Comments

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

- * Emergency Reading Vote on Emergency Resolution No. 04-2024
- * Emergency Reading Vote on Emergency Resolution No. 05-2024
- 15. 2nd Reading Resolution 59-2023 approving a Major Change for Case # MC 08-23 Fields at Liberty Way; Phase 3

Discussion Items & Elected Official Comments

Adjourn

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Organizational Meeting Protocol

Background:
<p>The January 9, 2024 Board of Trustees meeting is the organizational and regular Trustee meeting. As a refresher, please find below the organizational meeting protocol.</p> <p>Election of Officers: The Fiscal Officer will call the meeting to order at 6:00 p.m.</p> <p>The Fiscal Officer will open the floor for nominations for Chairperson of the West Chester Board of Trustees. Nominations will be received and a vote will be called.</p> <p>The Fiscal Officer will open the floor for nominations for Vice Chairperson of the West Chester Board of Trustees. Nominations will be received and a vote will be called.</p> <p>The newly elected Chair and Vice Chair of the West Chester Board of Trustees will take their seats at the dais and convene the regular meeting.</p>

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

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to set 2024 Meeting Dates

Background:

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

Date: January 9, 2024

RE: 2024 Election of Board of Trustees Officers and Meeting Schedule

Chair: Lee Wong
Vice Chair: Mark Welch
Trustee: Ann Becker

The approved dates for the 2024 Board of Trustees meetings are generally scheduled for the 2nd and 4th Tuesdays of each month at 6:00 p.m. in the Township Hall, located at 9113 Cincinnati-Dayton Road, West Chester, OH 45069 as follows:

January 9	January 23
February 13	February 27
March 12	March 26
April 9	April 23
May 14	May 28
June 11	June 25
July 9	July 23
August 13	August 27
September 10	September 24
October 8	October 22
November 19*	
December 3*	December 17*

*** Please Note: Changes to meeting dates may occur as deemed necessary by the Board of Trustees.**

Please call if you have any questions. (777-5900)
Larry D. Burks, Township Administrator

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Trustee Meeting Minutes - December 19, 2023

Background:

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

Record of Proceedings: December 19, 2023
West Chester Township Board of Trustees - Regular Meeting

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

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

Pledge of Allegiance: Repeated by those present.

Citizen's Comments

Cheryl Bittermann, 8078 Glenridge Court, expressed her opposition to the township contracting with a trash/recycling provider.

Damien Oxier, 7753 Cox Lane, voiced his dismay with the trustee's decision to impose a moratorium on recreational marijuana, and dislike for the trustees, administrator, and police chief in general.

Presentations

Matt Dutkevicz, Executive Director of the Butler County Regional Transit Authority, gave an update on their new service entitled "CincyLink".

Action Items – For Approval by Motion

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve the Trustee Meeting Minutes for December 5th. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, 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 \$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)

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve payment of requisitions 1 through 5. Discussion: none. **Motion carried unanimously.**

Personnel Items

MOTION made by Mr. Wong, seconded by Mr. Welch to (1) accept various employee resignations per an attached report; (2) 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; (3) hire Matthew Emmons to the position of Laborer Operator effective December 18, 2023 at the hourly rate of \$19.94. Discussion: Mrs. Becker welcomed Mr. Emmons to the team. **Motion carried unanimously.**

Business Items

MOTION made by Mr. Welch, seconded by Mr. Wong, to set January 9, 2024, 6:00 p.m. for the 2024 Organizational Meeting. Discussion: The trustees agreed they could attend on that date. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to set January 30, 2024, 5:00 p.m. for work session for proposed 2024 Operational Budget. Discussion: None. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to appoint Mrs. Becker as West Chester Township representative to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Board of Directors. Discussion: The trustees had already formed a consensus. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to appoint Randall Hanifen as a member to the Butler County Emergency Management Agency (BCEMA) Advisory Council. Discussion: The trustees had already formed a consensus. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to appoint Mrs. Becker as West Chester Township representative to the Butler County E911 Planning Committee. Discussion: The trustees had already formed a consensus. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve Resolution 53-2023 to extend the exemption of improvements in Union Centre Boulevard (UCB) TIF for an additional thirty years. Discussion: In response to Mr. Welch's question, Finance Director Ken Keim said all four West Chester TIF's would make the school districts whole after they expire. He said the 747 TIF expires in 2028 and he believed the Cin-Day Road TIF expires 2036. He confirmed that the CBD TIF as well as the Cin-Day Road TIF's already make the school districts whole at 100%. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve Resolution 54-2023 to extend the exemption of improvements in the 747 TIF for an additional thirty years. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve Resolution 55-2023 to extend the exemption of improvements in Cincinnati-Dayton Road TIF for an additional thirty years. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, to approve Resolution 56-2023 to extend the exemption of improvements in Central Business District (CBD) TIF for an additional thirty years. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, 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. Discussion: Mr. Welch expressed praise for retiring Law Director Don Crain. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to approve Resolution 58-2023 approving and authorizing adoption of the Township 2024 Temporary Appropriations. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mr. Wong, 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. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to request to advertise for 2024 Curb Replacement Program (CIP 1612). Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mr. Welch, to request to advertise for 2024 Storm Water Pipe Replacement Program (CIP 1613). Discussion: none. **Motion carried unanimously.**

First Reading of Resolutions & Reading of Emergency Resolutions

(Fiscal Officer Note: A Public Hearing for Resolution 59-2023 approving a Major Change for Case # MC 08-23 Fields at Liberty Way; Phase 3 was conducted at 7:00 that evening and recorded later in these minutes.).

Citizen's Comments

There were no citizen's comments.

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

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

Discussion Items & Elected Official Comments

Mrs. Becker responded to Ms. Bittermann's Citizen Comment, saying the garbage proposal matter is inconclusive and still in the very preliminary stages. Mr. Burks said related activities to this point merely identify what the Board would be evaluating. Regarding aggregation, he also said Energy Alliances is working to clear up their communication problem with residents. Discussion followed regarding aggregation and the garbage disposal initiative. Mrs. Becker responded to Mr. Oxier's comments by saying the moratorium only pertained to the sale of marijuana, but not personal use. Mr. Berks said it's hard to approve something when we don't know what are the applicable rules. The laws still are not established.

Mr. Jones recognized the passing of former township employee Linda Williams. He also noted that Mrs. Becker did not specifically cite Resolution "51-2023" during the Second Reading at the December 5th meeting, adding that it appears West Chester has no moratorium on recreational marijuana. Law Director Crain said there may or may not have been a problem, and they would get back to the Board. He added that Mrs. Becker's omission appears to be a minor error and he believes the law would look at her omission "with a forgiving eye". Mr. Jones asked if it was the kind of error that nevertheless posed liability for the township in the future, but Mr. Crain did not wish to get into any hypotheticals.

Adjournment

MOTION made at 7:00 p.m. by Mr. Welch, seconded by Mr. Wong, to adjourn the December 19th Regular meeting. Discussion: none. **Motion carried unanimously.**

Public Hearing 7:00 p.m.

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

Staff report: Mr. Tim Dawson presented the staff report, including a PowerPoint presentation, aerials, site history, as well as staff considerations and comments. Mr. Dawson concluded by saying the Trustees were to either approve the application, approve with modifications, or deny the submitted Major Change. No one on the Board had any questions.

Mrs. Becker then invited the applicant to address the Board:

The applicant addressed the Board, presenting their vision for the development and responded to Trustee questions, chiefly regarding access and signage.

Mrs. Becker then asked for comments as follows:

Proponent Comments: none.

Opponent Comments: none.

Neutral Comments: none.

Hereupon Mr. Dawson read the First Reading of Resolution 59-2023, a Resolution approving a Major Change for Case # MC 08-23 Fields at Liberty Way; Phase 3.

Mrs. Becker declared the Public Hearing closed.

Respectfully Submitted,

Approved,

Bruce Jones, Fiscal Officer

Lee Wong, Chairperson

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve payment of bills - December 18, 2023 through December 29, 2023

Background:

Finance	Budgeted Item:	N/A;		
	CIP #:			
	TIF Info:			
	Purchase Order:		Total Encumbrance:	\$.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
1435	12/18/2023	MANUAL	002837 First Financial Bank Cred	135.38			
	INVOICE NO		ACCOUNT		AMOUNT		
	WM Superctr 10/31/23		1010-AD-AD00-54530-000000-		135.38		
1436	12/18/2023	MANUAL	002837 First Financial Bank Cred	50.43			
	Tazikiswest 11/1/23		1010-AD-AD00-54530-000000-		50.43		
1437	12/18/2023	MANUAL	002837 First Financial Bank Cred	194.64			
	Jimmyjohns 11/1/23		1010-AD-AD00-54530-000000-		194.64		
1438	12/18/2023	MANUAL	002837 First Financial Bank Cred	75.18			
	Firehouse 11/6/23		1010-AD-AD00-54530-000000-		75.18		
1439	12/18/2023	MANUAL	002837 First Financial Bank Cred	92.49			
	Chickfila 11/6/23		1010-AD-AD00-54530-000000-		92.49		
1440	12/18/2023	MANUAL	002837 First Financial Bank Cred	174.11			
	New England 11/8/23		1010-AD-AD00-54530-000000-		174.11		
1441	12/18/2023	MANUAL	002837 First Financial Bank Cred	28.45			
	Chipotle 11/10/23		1010-AD-AD00-54530-000000-		28.45		
1442	12/18/2023	MANUAL	002837 First Financial Bank Cred	70.56			
	walmart 11/13/23		1010-AD-AD00-54530-000000-		70.56		
1443	12/18/2023	MANUAL	002837 First Financial Bank Cred	62.67			
	Panera 11/21/23		1010-AD-AD00-54530-000000-		62.67		
1444	12/18/2023	MANUAL	002837 First Financial Bank Cred	44.05			
	Larosas 11/22/23		1010-AD-AD00-54530-000000-		44.05		
1445	12/18/2023	MANUAL	002837 First Financial Bank Cred	683.67			
	Laserfiche 11/22/23		1010-AD-AD00-53410-000000-		683.67		
1446	12/18/2023	MANUAL	002837 First Financial Bank Cred	160.00			
	OTA Wong 11/27/23		1010-AD-AD00-53410-000000-		160.00		
1447	12/18/2023	MANUAL	002837 First Financial Bank Cred	259.00			
	Chipotle 11/28/23		1010-AD-AD00-54530-000000-		259.00		
1448	12/18/2023	MANUAL	002837 First Financial Bank Cred	125.00			
	OTA Clines 11/28/23		1010-AD-AD02-53410-000000-		125.00		
1449	12/18/2023	MANUAL	002837 First Financial Bank Cred	215.00			
	OTA Burks 11/28/23		1010-AD-AD02-53410-000000-		215.00		
1450	12/18/2023	MANUAL	002837 First Financial Bank Cred	215.00			
	OTA welch 11/28/23		1010-AD-AD00-53410-000000-		180.00		
	OTA welch 11/28/23		1010-AD-AD02-53410-000000-		35.00		

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

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1452	12/18/2023	MANUAL	002837 First Financial Bank Cred	11.61			
	INVOICE NO		ACCOUNT		AMOUNT		
	Popeyes 11/11/23		2100-FD-FD00-53410-000000-		11.61		
1453	12/18/2023	MANUAL	002837 First Financial Bank Cred Carriage House 11/15	50.00	50.00		
			2100-FD-FD00-53410-000000-				
1454	12/18/2023	MANUAL	002837 First Financial Bank Cred Roy Rogers 11/17/23	18.30	18.30		
			2100-FD-FD00-53410-000000-				
1455	12/22/2023	MANUAL	000780 Lowes 992279	64.15	64.15		
			2100-FD-FD00-53530-000000-				
1456	12/22/2023	MANUAL	000319 Home Depot 6021895	166.09	166.09		
			2010-RD-RD00-54010-000000-				
1457	12/22/2023	MANUAL	000319 Home Depot 9012730	26.30	26.30		
			1010-PK-PK04-54550-000000-				
167659	12/22/2023	PRINTED	000615 Altafiber 874-2443 Dec 23	325.45	198.58		
			2100-FD-FD00-55010-000000-				
			682-2529 Dec 23		126.87		
			2100-FD-FD00-55010-000000-				
167660	12/22/2023	PRINTED	004191 Barb wilson wilson 12/20/23	87.70	87.70		
			2070-PI-PI00-54550-000000-				
167661	12/22/2023	PRINTED	003663 Benchmark Land Management 10673	11,034.00	11,034.00		
			2750-AD-AD00-57040-ARPA21-				
167662	12/22/2023	PRINTED	004008 Butler County Water & Sew	1,592.30			
	2000563	Dec 23	1010-AD-AD00-55030-000000-		56.78		
	2000563	Dec 23	2070-PI-PI00-55030-000000-		7.74		
	2006330	Dec 23	2100-FD-FD00-55030-000000-		74.65		
	2013795	Dec 23	1010-PK-PK04-55030-000000-		17.29		
	2013796	Dec 23	1010-PK-PK04-55030-000000-		8.64		
	2000564	Dec 23	1010-AD-AD00-55030-000000-		24.02		
	2000564	Dec 23	2050-CE-CE00-55030-000000-		8.01		
	2000564	Dec 23	2070-PI-PI00-55030-000000-		3.13		
	2000564	Dec 23	2090-DS-DS00-55030-000000-		10.97		
	2000564	Dec 23	2100-DS-DS00-55030-000000-		10.97		
	2000564	Dec 23	2100-FD-FD00-55030-000000-		116.99		
	2002286	Dec 23	2100-FD-FD00-55030-000000-		85.13		
	2027757	Dec 23	1010-AD-AD00-55030-000000-		16.56		
	2027757	Dec 23	1010-CD-CD00-55030-000000-		11.04		
	2027757	Dec 23	2030-RD-RD00-55030-000000-		121.41		
	2027757	Dec 23	2090-PD-PD00-55030-000000-		402.86		
	2041335	Dec 23	1010-PK-PK13-55030-000000-		33.43		
	2014474	Dec 23	2100-FD-FD00-55030-000000-		95.26		
	2027759	Dec 23	2100-FD-FD00-55030-000000-		105.74		
	2049236	Dec 23	1010-PK-PK11-55030-000000-		54.04		

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
2051667	Dec 23		1010-PK-PK12-55030-000000-		201.47		
	INVOICE NO		ACCOUNT		AMOUNT		
	2060099	Dec 23	1010-PK-PK03-55030-000000-		126.17		
167663	12/22/2023	PRINTED	002916 Crestline Specialties Inc 5368270	2,012.03	2,012.03		
167664	12/22/2023	PRINTED	004202 Daniel Dean Dean 11/24/23	185.83	132.64		
	11/24/23	A	2250-PD-PD00-53410-000000- 2250-PD-PD00-53410-000000-		53.19		
167665	12/22/2023	PRINTED	000641 Duke Energy FRS-0048584	4,717.00	4,717.00		
167666	12/22/2023	PRINTED	001334 Duke Energy	33,608.23			
	910134027453	Dec 23	1010-LT-LT00-55040-000000-		86.85		
	910117892680	Dec 23	1010-PK-PK04-55040-000000-		44.24		
	910117893326	Dec 23	1010-PK-PK11-55040-000000-		368.45		
	910117892599	Dec 23	1010-PK-PK11-55040-000000-		349.35		
	910117893417	Dec 23	1010-LT-LT00-55040-000000-		26.01		
	910117632260	Dec 23	2100-FD-FD00-55040-000000-		1,505.29		
	910117632301	Dec 23	2100-FD-FD00-55040-000000-		1,646.12		
	910117891655	Dec 23	1010-AD-AD00-55040-000000-		2,966.27		
	910117891655	Dec 23	2070-PI-PI00-55040-000000-		404.49		
	910119040434	Dec 23	2100-FD-FD00-55040-000000-		2,138.60		
	910119396140	Dec 23	2100-FD-FD00-55040-000000-		1,628.68		
	910127970038	Dec 23	1010-PK-PK14-55040-000000-		57.51		
	910117892010	Dec 23	1010-PK-PK03-55040-000000-		377.82		
	910117891887	Dec 23	1010-AD-AD00-55040-000000-		117.55		
	910117891887	Dec 23	1010-CD-CD00-55040-000000-		78.37		
	910117891887	Dec 23	2030-RD-RD00-55040-000000-		862.06		
	910117891887	Dec 23	2090-PD-PD00-55040-000000-		2,860.48		
	910117892440	Dec 23	1010-AD-AD00-55040-000000-		99.16		
	910117893144	Dec 23	1010-PK-PK13-55040-000000-		624.99		
	910119396190	Dec 23	2050-CE-CE00-55040-000000-		104.57		
	910119396231	Dec 23	1010-AD-AD00-55040-000000-		322.85		
	910119396231	Dec 23	2050-CE-CE00-55040-000000-		107.06		
	910119396231	Dec 23	2070-PI-PI00-55040-000000-		41.82		
	910119396231	Dec 23	2090-DS-DS00-55040-000000-		147.21		
	910119396231	Dec 23	2100-DS-DS00-55040-000000-		147.21		
	910119396231	Dec 23	2100-FD-FD00-55040-000000-		3,292.68		
	910117893003	Dec 23	1010-AD-AD00-55040-000000-		935.63		
	910117893003	Dec 23	2070-PI-PI00-55040-000000-		133.66		
	910117893003	Dec 23	2090-DS-DS00-55040-000000-		420.09		
	910117893003	Dec 23	2100-DS-DS00-55040-000000-		420.09		
	910119395751	Dec 23	1010-PK-PK12-55040-000000-		1,043.42		
	910117892953	Dec 23	1010-AD-AD00-55040-000000-		307.49		
	910117892953	Dec 23	1010-CD-CD00-55040-000000-		205.00		
	910117892953	Dec 23	2030-RD-RD00-55040-000000-		2,254.92		
	910117892953	Dec 23	2090-PD-PD00-55040-000000-		7,482.24		

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
167667	12/22/2023	PRINTED	001334 Duke Energy	69.47			
			INVOICE NO	ACCOUNT	AMOUNT		
			910117893186 Dec 23	1010-PK-PK04-55040-000000-	24.17		
			910118689401 Dec 23	1010-PK-PK04-55040-000000-	24.62		
			910119661924 Dec 23	2050-CE-CE00-55040-000000-	20.68		
167668	12/22/2023	PRINTED	004199 Eileen Clines	16.40			
			Clines 12/15/23	1010-AD-AD00-54540-000000-		16.40	
167669	12/22/2023	PRINTED	000256 Fed Ex	13.54			
			8-247-33226	2100-FD-FD00-53730-000000-		13.54	
167670	12/22/2023	PRINTED	001818 Fox Services, Inc.	105.00			
			23-816086	2010-RD-RD00-55060-000000-		105.00	
167671	12/22/2023	PRINTED	000277 Galls, LLC	164.09			
			026212579	2100-FD-FD00-54720-000000-		164.09	
167672	12/22/2023	PRINTED	000585 Grainger Inc.	88.72			
			9924405377	2090-PD-PD00-54550-000000-		88.72	
167673	12/22/2023	PRINTED	003225 Gps Vehicle Tracking Solu	900.00			
			15797	2620-PD-PD00-54830-000000-		900.00	
167674	12/22/2023	PRINTED	003071 Ivideo Technologies LLC	9,530.78			
			0009137-IN	2100-FD-FD00-57050-000000-		9,530.78	
167675	12/22/2023	PRINTED	004049 Jenna Whittaker	1,559.91			
			Whittaker 12/15/23	1010-AD-AD00-56090-000000-		1,559.91	
167676	12/22/2023	PRINTED	000353 John Dsuban Spring Servic	368.18			
			0157087-IN	2100-FD-FD00-53510-000000-		168.87	
			0157176-IN	2010-RD-RD00-53510-000000-		199.31	
167677	12/22/2023	PRINTED	004203 Joseph Beck	44.26			
			Beck 12/14/23	2250-PD-PD00-53410-000000-		44.26	
167678	12/22/2023	PRINTED	004050 Kellie Byrd	26.14			
			Byrd 12/15/23	1010-AD-HR00-56040-000000-		26.14	
167679	12/22/2023	PRINTED	004130 Knapheide Truck Equipment	371.79			
			CTS1528	2010-RD-RD00-53510-000000-		125.00	
			CTS1540	2010-RD-RD00-53510-000000-		246.79	
167680	12/22/2023	PRINTED	004048 Lisa Brown	143.00			
			Brown 12/18/23 A	1010-AD-AD00-56090-000000-		53.00	
			Brown 12/18/23 B	1010-AD-AD00-54710-000000-		90.00	
167681	12/22/2023	PRINTED	002967 Michael S. Lyons	150.00			

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
	05-2023		2070-PI-PI00-53190-000000-		150.00		
167682	12/22/2023	PRINTED	002095 Oberer's Flowers	87.90			
	INVOICE NO		ACCOUNT		AMOUNT		
	04713703		2090-PD-PD00-56040-000000-		87.90		
167683	12/22/2023	PRINTED	000482 Pinecrest Nursery	261.96			
	3879		1010-PK-PK10-56030-LOGCAB-		80.00		
	3880		1010-PK-PK10-56030-PNRXMS-		181.96		
167684	12/22/2023	PRINTED	001965 The Plant Detail	12,814.00			
	3354089		2070-PI-PI00-56030-XMASTR-		12,814.00		
167685	12/22/2023	PRINTED	000800 Signs By Tomorrow	429.63			
	22502		2070-PI-PI00-53710-000000-		429.63		
167686	12/22/2023	PRINTED	003835 Tyler Technologies Inc	3,912.00			
	045-444470		1010-AD-AD00-54820-000000-		2,175.07		
	045-444470		1010-CD-CD00-54820-000000-		66.50		
	045-444470		2010-RD-RD00-54820-000000-		156.48		
	045-444470		2070-PI-PI00-54820-000000-		35.21		
	045-444470		2090-DS-DS00-54820-000000-		58.68		
	045-444470		2090-PD-PD00-54820-000000-		657.22		
	045-444470		2100-DS-DS00-54820-000000-		58.68		
	045-444470		2100-FD-FD00-54820-000000-		684.60		
	045-444470		2110-EM-EM00-54820-000000-		19.56		
167687	12/22/2023	PRINTED	003759 Unifirst Corporation	272.02			
	1340246840		1010-PK-PK00-54550-000000-		33.02		
	1340246840		1010-PK-PK00-54720-000000-		22.04		
	1340246840		1010-SV-SV00-54720-000000-		24.59		
	1340246840		2010-RD-RD00-54550-000000-		16.16		
	1340246840		2010-RD-RD00-54720-000000-		161.76		
	1340246840		2050-CE-CE00-54720-000000-		14.45		
167688	12/22/2023	PRINTED	000600 Zimmer Tractor	4,489.25			
	003-3027355		2010-RD-RD00-53560-000000-		3,416.05		
	003-3027385		2010-RD-RD00-53560-000000-		1,073.20		
400946	12/22/2023	EFT	000008 Ace Hardware W.C. Inc.	34.37			
	35639/1		2010-RD-RD00-53530-000000-		32.98		
	35639/1		2010-RD-RD00-54510-000000-		1.39		
400947	12/22/2023	EFT	003472 The ADT Security Corporat	53.05			
	152923642		1010-AD-AD00-53530-000000-		6.36		
	152923642		1010-CD-CD00-53530-000000-		5.31		
	152923642		2010-RD-RD00-53530-000000-		9.02		
	152923642		2090-PD-PD00-53530-000000-		32.36		
400948	12/22/2023	EFT	003263 AFD Supply, LLC	29.92			

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
	4-04861-23		2090-DS-DS00-53530-000000-		14.96		
	INVOICE NO		ACCOUNT	AMOUNT			
	4-04861-23		2100-DS-DS00-53530-000000-		14.96		
400949	12/22/2023	EFT	003347 Robert A. Allen 2070-PI-PI00-53190-000000-	200.00	200.00		
400950	12/22/2023	EFT	003174 Amazon Fullfillment Servi 2010-RD-RD00-54510-000000- 2010-RD-RD00-54510-000000- 2100-FD-FD00-54550-000000- 2010-RD-RD00-54010-000000- 2090-PD-PD00-54010-000000- 2010-RD-RD00-54010-000000- 1010-AD-HR00-56040-000000- 2070-PI-PI00-54010-000000- 2090-PD-PD00-54010-000000-	6,224.27	177.63 59.19 15.60 216.59 4,444.08 23.89 1,998.99 28.98 -740.68		
400951	12/22/2023	EFT	003022 Baker Vehicle Systems, In 1010-PK-PK00-57050-000000-	133,163.95	133,163.95		
400952	12/22/2023	EFT	000681 Best One Tire & Service o 2100-FD-FD00-53510-000000- 2100-FD-FD00-54550-000000-	2,610.20	247.00 2,363.20		
400953	12/22/2023	EFT	000116 Bethart Printing Services 2070-PI-PI00-53710-000000- 2070-PI-PI00-53710-000000-	150.93	83.30 67.63		
400954	12/22/2023	EFT	000126 Bound Tree Medical LLC. 2110-EM-EM00-54550-000000-	12,196.21	12,196.21		
400955	12/22/2023	EFT	001471 CDW Government Inc. 1010-AD-AD00-54830-000000- 1010-CD-CD00-54830-000000- 2010-RD-RD00-54830-000000- 2070-PI-PI00-54830-000000- 2090-DS-DS00-54830-000000- 2090-PD-PD00-54830-000000- 2100-DS-DS00-54830-000000- 2100-FD-FD00-54830-000000- 2110-EM-EM00-54830-000000-	19,921.39	2,988.21 1,195.28 1,394.50 398.43 398.43 8,366.98 398.42 2,390.57 2,390.57		
400956	12/22/2023	EFT	004094 Cincinnati Landmark Produ 2070-PI-PI00-56030-PUMPKN-	605.00	605.00		
400957	12/22/2023	EFT	004116 CT Consultants Inc 2190-00-0000-57040-NPOINT-	619.25	619.25		
400958	12/22/2023	EFT	000903 Magnetic Marketing LLC	12,344.50			

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
	93960		5080-RD-RD00-57050-000000-		9,051.51		
	INVOICE NO		ACCOUNT		AMOUNT		
	93960A		2180-00-0000-57050-000000-		3,292.99		
400959	12/22/2023	EFT	002936 Document Destruction	199.50			
	179399		1010-AD-AD00-53190-000000-		162.00		
	179399		2090-DS-DS00-53190-000000-		9.56		
	179399		2100-DS-DS00-53190-000000-		9.56		
	179399		2100-FD-FD00-53190-000000-		18.38		
400960	12/22/2023	EFT	003372 Adam Eckstein	437.50			
	31		2070-PI-PI00-53190-000000-		437.50		
400961	12/22/2023	EFT	000235 Econ-O-Wise Rental	127.80			
	309205		1010-PK-PK00-53560-000000-		127.80		
400962	12/22/2023	EFT	000250 Extermital Termite & Pest	180.00			
	938231		2100-FD-FD00-55060-000000-		90.00		
	938256		2100-FD-FD00-55060-000000-		30.00		
	939150		2100-FD-FD00-55060-000000-		30.00		
	939001		2100-FD-FD00-55060-000000-		30.00		
400963	12/22/2023	EFT	003450 Ferguson Us Holdings Inc	5,479.79			
	0843615		2010-RD-RD00-54550-IHCLVT-		5,479.79		
400964	12/22/2023	EFT	000264 Fire Safety Services Inc.	89.00			
	233262		2100-FD-FD00-54550-000000-		89.00		
400965	12/22/2023	EFT	002825 First Choice Coffee Servi	267.50			
	355807		2100-FD-FD00-54530-000000-		267.50		
400966	12/22/2023	EFT	000277 Galls, LLC	4,453.11			
	024744132		2100-FD-FD00-54720-000000-		228.19		
	024744133		2100-FD-FD00-54720-000000-		226.45		
	024749241		2100-FD-FD00-54720-000000-		156.00		
	024743212		2100-FD-FD00-54720-000000-		182.79		
	024744049		2100-FD-FD00-54720-000000-		160.00		
	026200966		2100-FD-FD00-54720-000000-		339.21		
	026200833		2100-FD-FD00-54720-000000-		333.60		
	026200962		2100-FD-FD00-54720-000000-		133.98		
	026200840		2100-FD-FD00-54720-000000-		133.42		
	026208125		2100-FD-FD00-54720-000000-		137.29		
	026250380		2100-FD-FD00-54720-000000-		153.67		
	026250395		2100-FD-FD00-54720-000000-		157.13		
	026257005		2100-FD-FD00-54720-000000-		155.47		
	026257046		2100-FD-FD00-54720-000000-		155.18		
	026282520		2100-FD-FD00-54720-000000-		136.80		
	026283902		2100-FD-FD00-54720-000000-		382.16		
	026282523		2100-FD-FD00-54720-000000-		138.07		
	026283762		2100-FD-FD00-54720-000000-		379.38		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	026294946		2100-FD-FD00-54720-000000-		382.16		
	INVOICE NO		ACCOUNT		AMOUNT		
	026326442		2100-FD-FD00-54720-000000-		382.16		
400967	12/22/2023	EFT	000277 Galls, LLC	1,611.33			
	024737774		2100-FD-FD00-54720-000000-		110.74		
	024744093		2100-FD-FD00-54720-000000-		113.95		
	024743992		2100-FD-FD00-54720-000000-		86.08		
	026200948		2100-FD-FD00-54720-000000-		132.17		
	026200817		2100-FD-FD00-54720-000000-		77.06		
	026212529		2100-FD-FD00-54720-000000-		84.15		
	026231203		2100-FD-FD00-54720-000000-		79.12		
	026231206		2100-FD-FD00-54720-000000-		82.24		
	026250379		2100-FD-FD00-54720-000000-		77.34		
	026257101		2100-FD-FD00-54720-000000-		96.76		
	026329287		2100-FD-FD00-54720-000000-		15.99		
	026379676		2100-FD-FD00-54720-000000-		28.03		
	026410447		2100-FD-FD00-54720-000000-		84.91		
	026410448		2100-FD-FD00-54720-000000-		69.92		
	026418265		2100-FD-FD00-54720-000000-		105.49		
	026479220		2100-FD-FD00-54720-000000-		69.92		
	026518061		2100-FD-FD00-54720-000000-		103.75		
	026517796		2100-FD-FD00-54720-000000-		90.62		
	026586004		2100-FD-FD00-54720-000000-		103.09		
400968	12/22/2023	EFT	000280 Gateway Tire Company Inc.	9.72			
	30-0643787		2010-RD-RD00-53560-000000-		9.72		
400969	12/22/2023	EFT	002788 Hightowers Petroleum Co.	23,353.52			
	103073		1010-00-0000-11060-000000-000000		23,353.52		
400970	12/22/2023	EFT	002500 HR Partners International	11,475.00			
	231251		1010-AD-HR00-53190-000000-		11,475.00		
400971	12/22/2023	EFT	004157 Kingman D Schuldt	100.00			
	231207		2100-FD-FD00-53410-000000-		100.00		
400972	12/22/2023	EFT	000410 McGill Smith Punshon Inc.	1,175.00			
	48878		2190-00-0000-57010-000000-		1,175.00		
400973	12/22/2023	EFT	000201 Mobilcomm Inc	515.00			
	1064842		2100-FD-FD00-54550-000000-		515.00		
400974	12/22/2023	EFT	000442 Motorola Solutions, Inc.	847.20			
	8281741015		2100-FD-FD00-54010-000000-		847.20		
400975	12/22/2023	EFT	000447 Murphy Supply Company	968.45			
	210899		2010-RD-RD00-54010-000000-		236.00		
	210323		2100-FD-FD00-54550-000000-		732.45		

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
400976	12/22/2023	EFT	003478 O'Reilly Auto Enterprises	544.92			
			INVOICE NO	ACCOUNT	AMOUNT		
			1738-317743	1010-SV-SV99-53510-000000-	154.62		
			1738-317774	2100-FD-FD00-53510-000000-	86.95		
			1738-317908	2100-FD-FD00-53510-000000-	22.19		
			1738-319071	2100-FD-FD00-53510-000000-	281.16		
400977	12/22/2023	EFT	003831 ODP Business Solutions LL	52.09			
			343610571001	2090-PD-PD00-54010-000000-	.00		
			343610571001	2090-PD-PD00-54510-000000-	52.09		
			343610571001	2090-PD-PD00-54550-000000-	.00		
400978	12/22/2023	EFT	000474 One Stop Tool Rental	137.00			
			65439-1	2010-RD-RD00-53530-000000-		137.00	
400979	12/22/2023	EFT	003885 Pro-Kleen Industrial Serv	200.00			
			1913939	2070-PI-PI00-56030-FARMER-		200.00	
400980	12/22/2023	EFT	003265 Multi Service Technology	225.00			
			557-1-108140	2010-RD-RD00-54720-000000-		225.00	
400981	12/22/2023	EFT	004124 Richard F. Castle	250.00			
			003	2070-PI-PI00-53190-000000-		250.00	
400982	12/22/2023	EFT	000505 Rumpke of Ohio Inc.	277.91			
			0344401	2100-FD-FD00-55060-000000-		72.86	
			0376699	2100-FD-FD00-55060-000000-		67.13	
			345725	2100-FD-FD00-55060-000000-		73.01	
			0247900	2100-FD-FD00-55060-000000-		64.91	
400983	12/22/2023	EFT	002747 Rush Truck Centers of Ohi	139.60			
			3035307265	2100-FD-FD00-53510-000000-		139.60	
400984	12/22/2023	EFT	002227 Sayers Company	11,269.34			
			PB9005845	1010-AD-AD00-54830-000000-		1,690.40	
			PB9005845	1010-CD-CD00-54830-000000-		676.16	
			PB9005845	2010-RD-RD00-54830-000000-		788.85	
			PB9005845	2070-PI-PI00-54830-000000-		225.39	
			PB9005845	2090-DS-DS00-54830-000000-		225.39	
			PB9005845	2090-PD-PD00-54830-000000-		4,733.12	
			PB9005845	2100-DS-DS00-54830-000000-		225.39	
			PB9005845	2100-FD-FD00-54830-000000-		1,352.32	
			PB9005845	2110-EM-EM00-54830-000000-		1,352.32	
400985	12/22/2023	EFT	003323 Shrader Tire & oil, Inc.	2,566.56			
			23-0816506-00	2090-PD-PD00-53510-000000-		2,566.56	
400986	12/22/2023	EFT	000800 Signs By Tomorrow	115.98			
			22234	2070-SR-SR00-53190-000000-		115.98	

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
400987	12/22/2023	EFT	002453 Sora's Towing Inc.	200.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	Case 23-6040		2090-PD-PD00-53240-000000-		200.00		
400988	12/22/2023	EFT	001980 University of Louisville	6,866.00	6,866.00		
	SPI-151-26		2250-PD-PD00-53410-000000-				
400989	12/22/2023	EFT	000761 Staples Inc	86.16	86.16		
	8072558957		2090-PD-PD00-54510-000000-				
400990	12/22/2023	EFT	002542 Sunbelt Rentals Inc.	204.12	204.12		
	148454141-0001		2010-RD-RD00-54550-IHCLVT-				
400991	12/22/2023	EFT	004204 Timberview Office PK Asso	10,000.00	10,000.00		
	Spark Grant 2022		1010-AD-AD00-56030-SPARK1-				
400992	12/22/2023	EFT	003219 Tri-State Public Safety	708.40	708.40		
	3541		2100-FD-FD00-53510-000000-				
400993	12/22/2023	EFT	000573 Valley Asphalt Corporatio	327.00	175.50		
	125333		2010-RD-RD00-54550-IHPAVE-		151.50		
	125134		2010-RD-RD00-54550-IHPAVE-				
400994	12/22/2023	EFT	001361 Virginia Air Distributors	427.38	427.38		
	WOC8676815		2100-FD-FD00-53530-000000-				
400995	12/22/2023	EFT	000583 Vogelwohl Fire Equipment,	9,156.72	297.00		
	6002814		2100-FD-FD00-53510-000000-		2,607.75		
	6002822		2100-FD-FD00-53510-000000-		5,762.19		
	4008640		2100-FD-FD00-54010-000000-		53.76		
	4008129		2100-FD-FD00-53510-000000-		436.02		
	4007650		2100-FD-FD00-54720-000000-				
400996	12/22/2023	EFT	003794 MC Equipment, LLC	171,821.00	150,343.38		
	19021		2030-RD-RD00-57060-000000-		6,013.72		
	19021		2150-00-0000-57060-000000-		859.11		
	19021		2170-00-0000-57060-000000-		8,591.05		
	19021		2180-00-0000-57060-000000-		6,013.74		
	19021		2190-00-0000-57060-000000-				
400997	12/22/2023	EFT	001034 W.G. Stang, LLC	7,363.76	7,363.76		
	Pay Request #5		2190-00-0000-57040-000000-				
400998	12/22/2023	EFT	003680 Wex Inc	9,212.04	4,606.02		
	93075257		2100-FD-FD00-54710-000000-		4,606.02		
	93075257		2110-EM-EM00-54710-000000-				
400999	12/22/2023	EFT	001752 Winter Equipment Company,	4,645.65	4,645.65		
	IV57809		2010-RD-RD00-53510-WINTER-				

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
401000	12/22/2023	EFT	003659 Xavier University	1,572.50			
	INVOICE NO		ACCOUNT		AMOUNT		
	XLC4466		1010-SV-SV00-56090-000000-		1,572.50		
		107 CHECKS	CASH ACCOUNT TOTAL	570,114.25	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
107 CHECKS	FINAL TOTAL	570,114.25	.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
1262	12/27/2023	VOID	003159 Charter Communications	.00			
		INVOICE NO	ACCOUNT	AMOUNT			
	0198833	10/14/23	2090-DS-DS00-55060-000000-		43.02		
	0198833	10/14/23	2100-DS-DS00-55060-000000-		43.03		
1458	12/29/2023	MANUAL	003159 Charter Communications	86.05			
	0198833	12/14/23	2090-DS-DS00-55060-000000-		43.02		
	0198833	12/14/23	2100-DS-DS00-55060-000000-		43.03		
167689	12/29/2023	PRINTED	003663 Benchmark Land Management	19,450.00			
	10681		2750-AD-AD00-57040-ARPA21-		9,600.00		
	10682		2190-00-0000-57070-000000-		.00		
	10682		2750-AD-AD00-57040-ARPA21-		9,850.00		
167690	12/29/2023	PRINTED	004087 Beverly Worley	62.62			
	worley 12/21/23		1010-CD-CD00-56080-000000-		62.62		
167691	12/29/2023	PRINTED	000093 Butler County United Way	280.00			
	4th Qtr 2023		1010-00-0000-22720-000000-000000		140.00		
	4th Qtr 2023		2090-00-0000-22720-000000-000000		140.00		
167692	12/29/2023	PRINTED	004009 Cincinnati Bell Any Dista	47.89			
	2323805-12202023		1010-AD-AD00-55010-000000-		5.76		
	2323805-12202023		1010-CD-CD00-55010-000000-		5.74		
	2323805-12202023		1010-PK-PK00-55010-000000-		2.88		
	2323805-12202023		1010-SV-SV00-55010-000000-		2.39		
	2323805-12202023		2030-RD-RD00-55010-000000-		2.39		
	2323805-12202023		2090-PD-PD00-55010-000000-		19.16		
	2323805-12202023		2100-FD-FD00-55010-000000-		9.57		
167693	12/29/2023	PRINTED	003301 Fabricare Textiles LLC	337.75			
	418		2100-FD-FD00-54720-000000-		337.75		
167694	12/29/2023	PRINTED	001334 Duke Energy	2,188.94			
	910117893540	Dec 23	1010-LT-LT00-55040-000000-		1,699.52		
	910117891788	Dec 23	1010-LT-LT00-55040-000000-		489.42		
167695	12/29/2023	PRINTED	000753 Great American Financial	495.00			
	12/29/23		2090-00-0000-22520-000000-000000		495.00		
167696	12/29/2023	PRINTED	004206 Jan Gerding	27.51			
	Gerding 12/20/23		1010-CD-CD00-56080-000000-		27.51		
167697	12/29/2023	PRINTED	004075 Jill Vetere	101.79			
	Vetere 12/21/23		2090-PD-PD00-56080-000000-		101.79		
167698	12/29/2023	PRINTED	004088 Katy Kanelopoulos	142.14			
	Kanelopoulos 12/20/2		1010-CD-CD00-56080-000000-		142.14		
167699	12/29/2023	PRINTED	003371 Pre-Paid Legal Services,	177.55			

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
	0156853	Dec 203	1010-00-0000-22730-000000-000000		90.76		
	INVOICE NO		ACCOUNT	AMOUNT			
	0156853	Dec 203	2090-00-0000-22730-000000-000000		15.55		
	0156853	Dec 203	2100-00-0000-22730-000000-000000		71.24		
167700	12/29/2023	PRINTED	004097 Marilyn McHale McHale 12/20/23	104.80	104.80		
167701	12/29/2023	PRINTED	004089 Michelle Rowe Rowe 12/21/23	60.52	60.52		
167702	12/29/2023	PRINTED	002973 Cleves Auto Parts Inc 112204 113555	251.15	48.72 202.43		
167703	12/29/2023	PRINTED	002095 Oberer's Flowers 04721208	87.90	87.90		
167704	12/29/2023	PRINTED	000755 Ohio Public Employees Def Oh Dfrd 12/29/23 Oh Dfrd 12/29/23 Oh Dfrd 12/29/23 Oh Dfrd 12/29/23 Oh Dfrd 12/29/23 Oh Dfrd 12/29/23	26,629.20	4,245.00 13,458.52 6,720.68 200.00 1,710.00 295.00		
167705	12/29/2023	PRINTED	002507 Performance Graphics 1216 (A) 1216 (B) 1216 (C)	4,500.00	1,500.00 1,500.00 1,500.00		
167706	12/29/2023	PRINTED	000482 Pinecrest Nursery 3881	213.94	213.94		
167707	12/29/2023	PRINTED	004205 Scott Lovett Lovett 11/23/23	144.48	144.48		
167708	12/29/2023	PRINTED	001329 Security Benefit Group 611021 12/29/23 611021 12/29/23 611021 12/29/23 611021 12/29/23 611021 12/29/23 611021 12/29/23	8,570.00	50.00 1,938.75 5,443.75 693.75 243.75 200.00		
167709	12/29/2023	PRINTED	004068 Seth Hagaman Hagaman 12/11/23 Hagaman 12/11/23	1,199.96	.00 1,199.96		
167710	12/29/2023	PRINTED	003777 Olga Onipko	36.00			

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
41733			2090-PD-PD00-53190-000000-		36.00		
167711	12/29/2023	PRINTED	004085 Tim Dawson	151.31			
	INVOICE NO		ACCOUNT		AMOUNT		
	Dawson 12/22/23		1010-CD-CD00-56080-000000-		151.31		
167712	12/29/2023	PRINTED	003835 Tyler Technologies Inc	14,650.00			
	045-445505		1010-AD-AD00-54820-000000-		725.02		
	045-445505		1010-CD-CD00-54820-000000-		22.17		
	045-445505		2010-RD-RD00-54820-000000-		52.16		
	045-445505		2070-PI-PI00-54820-000000-		11.74		
	045-445505		2090-DS-DS00-54820-000000-		19.56		
	045-445505		2090-PD-PD00-54820-000000-		219.07		
	045-445505		2100-DS-DS00-54820-000000-		19.56		
	045-445505		2100-FD-FD00-54820-000000-		228.20		
	045-445505		2110-EM-EM00-54820-000000-		6.52		
	045-447329		1010-AD-AD00-54820-000000-		1,450.05		
	045-447329		1010-CD-CD00-54820-000000-		44.34		
	045-447329		2010-RD-RD00-54820-000000-		104.32		
	045-447329		2070-PI-PI00-54820-000000-		23.47		
	045-447329		2090-DS-DS00-54820-000000-		39.12		
	045-447329		2090-PD-PD00-54820-000000-		438.14		
	045-447329		2100-DS-DS00-54820-000000-		39.12		
	045-447329		2100-FD-FD00-54820-000000-		456.40		
	045-447329		2110-EM-EM00-54820-000000-		13.04		
	045-447614		1010-AD-AD00-54820-000000-		3,070.23		
	045-447614		1010-CD-CD00-54820-000000-		93.87		
	045-447614		2010-RD-RD00-54820-000000-		220.88		
	045-447614		2070-PI-PI00-54820-000000-		49.70		
	045-447614		2090-DS-DS00-54820-000000-		82.83		
	045-447614		2090-PD-PD00-54820-000000-		927.70		
	045-447614		2100-DS-DS00-54820-000000-		82.83		
	045-447614		2100-FD-FD00-54820-000000-		966.35		
	045-447614		2110-EM-EM00-54820-000000-		27.61		
	045-448823		1010-AD-AD00-54820-000000-		2,900.10		
	045-448823		1010-CD-CD00-54820-000000-		88.67		
	045-448823		2010-RD-RD00-54820-000000-		208.64		
	045-448823		2070-PI-PI00-54820-000000-		46.94		
	045-448823		2090-DS-DS00-54820-000000-		78.24		
	045-448823		2090-PD-PD00-54820-000000-		876.29		
	045-448823		2100-DS-DS00-54820-000000-		78.24		
	045-448823		2100-FD-FD00-54820-000000-		912.80		
	045-448823		2110-EM-EM00-54820-000000-		26.08		
167713	12/29/2023	PRINTED	003759 Unifirst Corporation	272.02			
	1340249516		1010-PK-PK00-54550-000000-		33.02		
	1340249516		1010-PK-PK00-54720-000000-		22.04		
	1340249516		1010-SV-SV00-54720-000000-		24.59		
	1340249516		2010-RD-RD00-54550-000000-		16.16		
	1340249516		2010-RD-RD00-54720-000000-		161.76		

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
	1340249516		2050-CE-CE00-54720-000000-		14.45		
167714	12/29/2023	PRINTED	000577 Verizon wireless	7,252.99			
	INVOICE NO		ACCOUNT		AMOUNT		
	9951260460		1010-AD-AD00-55020-000000-		473.83		
	9951260460		1010-CD-CD00-55020-000000-		234.71		
	9951260460		1010-SV-SV00-55020-000000-		198.05		
	9951260460		2030-RD-RD00-55020-000000-		659.54		
	9951260460		2050-CE-CE00-55020-000000-		40.74		
	9951260460		2070-SR-SR00-55020-000000-		51.82		
	9951260460		2070-PI-PI00-55020-000000-		235.11		
	9951260460		2090-DS-DS00-55020-000000-		60.03		
	9951260460		2090-PD-PD00-55020-000000-		2,806.14		
	9951260460		2100-DS-DS00-55020-000000-		60.02		
	9951260460		2100-FD-FD00-55020-000000-		2,433.00		
167715	12/29/2023	PRINTED	000577 Verizon wireless	1,563.22			
	9952193979		1010-AD-AD00-55020-000000-		84.52		
	9952193979		2090-DS-DS00-55020-000000-		44.39		
	9952193979		2090-PD-PD00-55020-000000-		1,145.53		
	9952193979		2100-DS-DS00-55020-000000-		44.39		
	9952193979		2100-FD-FD00-55020-000000-		244.39		
167716	12/29/2023	PRINTED	004086 Vicki Eldridge	80.57			
	Eldridge 12/20/23		1010-CD-CD00-56080-000000-		80.57		
401001	12/29/2023	EFT	002422 AFSCME Ohio Council 8, Lo	424.80			
	12/29/23	Dues	1010-00-0000-22510-000000-000000		53.10		
	12/29/23	Dues	2090-00-0000-22510-000000-000000		13.26		
	12/29/23	Dues	2100-00-0000-22510-000000-000000		13.28		
	12/29/23	Dues	2110-00-0000-22510-000000-000000		13.28		
	12/29/23	Dues	2040-00-0000-22510-000000-000000		278.78		
	12/29/23	Dues	5080-00-0000-22510-000000-000000		26.55		
	12/29/23	Dues	2050-00-0000-22510-000000-000000		26.55		
401002	12/29/2023	EFT	003174 Amazon Fullfillment Servi	1,028.22			
	1H7G-1RVR-KMRK		1010-AD-AD00-54510-000000-		69.31		
	169F-1CFT-1FLY		2740-00-0000-53190-000000-		709.32		
	1Y17-WDHT-7DHQ		1010-AD-AD00-53560-000000-		249.59		
401003	12/29/2023	EFT	000126 Bound Tree Medical LLC.	2,865.64			
	85193137		2110-EM-EM00-54550-000000-		162.99		
	85194604		2110-EM-EM00-54550-000000-		2,702.65		
401004	12/29/2023	EFT	001346 Capital Electric Line Bui	664.20			
	87939		2100-FD-FD00-54550-000000-		664.20		
401005	12/29/2023	EFT	004022 Center For Local Governme	20.00			
	922		1010-AD-AD00-53410-000000-		20.00		

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
401006	12/29/2023	EFT	003851 Chante' Carter	780.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	000157		1010-AD-HR00-56040-000000-		780.00		
401007	12/29/2023	EFT	000202 Cummins Bridgeway LLC	2,135.38			
	T5-21550		2100-FD-FD00-53510-000000-		2,135.38		
401008	12/29/2023	EFT	002614 Great Oaks Career Campuse	300.00			
	PUBS-12746		2100-FD-FD00-53410-000000-		300.00		
401009	12/29/2023	EFT	000634 Emcor Facilities Services	44,406.01			
	609016A		1010-AD-AD00-53530-000000-		2,775.16		
	609016A		1010-CD-CD00-53530-000000-		2,312.63		
	609016A		2010-RD-RD00-53530-000000-		3,931.47		
	609016A		2090-PD-PD00-53530-000000-		14,107.06		
	609016B		1010-AD-AD00-53530-000000-		144.79		
	609016B		1010-CD-CD00-53530-000000-		120.66		
	609016B		2010-RD-RD00-53530-000000-		700.33		
	609016B		2090-PD-PD00-53530-000000-		1,050.34		
	609017A		1010-AD-AD00-53530-000000-		5,219.20		
	609017A		2070-PI-PI00-53530-000000-		711.71		
	609017B		1010-AD-AD00-53530-000000-		433.67		
	609018A		1010-AD-AD00-53530-000000-		2,395.39		
	609018A		2090-DS-DS00-53530-000000-		1,197.69		
	609018A		2100-DS-DS00-53530-000000-		1,197.69		
	609018B		2090-DS-DS00-53530-000000-		7.28		
	609018B		2100-DS-DS00-53530-000000-		7.28		
	609020A		1010-PK-PK03-53530-000000-		339.34		
	609020A		1010-PK-PK04-53530-000000-		72.43		
	609020A		1010-PK-PK11-53530-000000-		903.33		
	609020A		1010-PK-PK12-53530-000000-		59.32		
	609021		2050-CE-CE00-53530-000000-		822.22		
	609022A		1010-AD-AD00-53530-000000-		257.64		
	609022A		1010-CD-CD00-53530-000000-		214.70		
	609022A		2010-RD-RD00-53530-000000-		364.99		
	609022A		2090-PD-PD00-53530-000000-		1,309.69		
	609020B		1010-PK-PK11-53530-000000-		3,750.00		
401010	12/29/2023	EFT	000264 Fire safety Services Inc.	761.00			
	233275		2100-FD-FD00-53560-000000-		761.00		
401011	12/29/2023	EFT	002825 First Choice Coffee Servi	284.23			
	358796		2100-FD-FD00-54530-000000-		284.23		
401012	12/29/2023	EFT	000273 Frost Brown Todd LLC	52,720.73			
	210417277A		2090-PD-PD00-53110-000000-		4,410.00		
	210417261		1010-AD-AD00-53110-000000-		23,133.34		
	210417261		2090-PD-PD00-53110-000000-		4,917.00		
	210417261		2100-FD-FD00-53110-000000-		19,864.39		
	210417261		2180-00-0000-53110-000000-		396.00		

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
401013	12/29/2023	EFT	000277 Galls, LLC	79.99			
			INVOICE NO	ACCOUNT	AMOUNT		
			026623397	2100-FD-FD00-54720-000000-	79.99		
401014	12/29/2023	EFT	001453 John R. Jurgenson Company	12,059.16			
			30277392	2040-RD-RD00-57070-RPAVNG-		900.00	
			30277392	2180-00-0000-57070-RPAVNG-		5,896.00	
			30277392	2190-00-0000-57070-RPAVNG-		5,263.16	
401015	12/29/2023	EFT	002579 Kronos Incorporated	7,582.20			
			12156197	2090-DS-DS00-54820-000000-		301.13	
			12156197	2090-PD-PD00-54820-000000-		2,198.07	
			12156197	2100-DS-DS00-54820-000000-		301.12	
			12156197	2100-FD-FD00-54820-000000-		1,575.61	
			12156197	2110-EM-EM00-54820-000000-		1,575.61	
			12176591	2090-DS-DS00-54820-000000-		82.50	
			12176591	2090-PD-PD00-54820-000000-		602.25	
			12176591	2100-DS-DS00-54820-000000-		82.51	
			12176591	2100-FD-FD00-54820-000000-		431.70	
			12176591	2110-EM-EM00-54820-000000-		431.70	
401016	12/29/2023	EFT	002441 Menard, Inc.	179.98			
			73155	2010-RD-RD00-53530-000000-		62.25	
			73818	1010-SV-SV99-54010-000000-		49.98	
			73863	2010-RD-RD00-53530-000000-		43.79	
			73863	2010-RD-RD00-54550-000000-		23.96	
401017	12/29/2023	EFT	000428 Micro Center	219.99			
			12182025	2070-PI-PI00-54010-000000-		219.99	
401018	12/29/2023	EFT	000442 Motorola Solutions, Inc.	110.00			
			8281563617	2100-FD-FD00-57050-000000-		110.00	
401019	12/29/2023	EFT	003479 Prudential Retirement Ins	1,570.00			
	003518	12/29/23		2100-00-0000-22520-000000-000000		1,570.00	
401020	12/29/2023	EFT	000508 Safety Shoe Distributors	249.98			
			I200-21081114	2010-RD-RD00-54720-000000-		249.98	
401021	12/29/2023	EFT	000507 Safety-Kleen Systems Inc	107.78			
			93393216	2010-RD-RD00-53510-000000-		35.92	
			93393216	2090-PD-PD00-53510-000000-		35.92	
			93393216	2100-FD-FD00-53510-000000-		17.97	
			93393216	2110-EM-EM00-53510-000000-		17.97	
401022	12/29/2023	EFT	000761 Staples Inc	138.91			
			3554454684	1010-CD-CD00-54510-000000-		138.91	
401023	12/29/2023	EFT	003219 Tri-State Public Safety	711.60			

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
3561			2090-PD-PD00-53510-000000-		711.60		
401024	12/29/2023	EFT	000583 Vogelphl Fire Equipment,	176.08			
	INVOICE NO		ACCOUNT		AMOUNT		
	3006657		2100-FD-FD00-53560-000000-		176.08		
			54 CHECKS	CASH ACCOUNT TOTAL	218,741.18		.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
54 CHECKS	FINAL TOTAL	218,741.18	.00

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

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Requisition Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Butler Tech & Career Dev Schools - \$33,000.00 - Pay tuition for Paramedic School

Background:
<p>The Fire Department has hired many new members since the beginning of 2023. During this process, the hiring of paramedics was a priority, which proved to be a difficult task due to the current climate in fire service. The decision was made to hire EMT-B's (Emergency Medical Technician-Basic) to fill the department's needs with the understanding that we would send them to paramedic school.</p> <p>The proposal is to send three of our new members to the Butler Tech's paramedic program to begin in the Spring. The cost of the paramedic program for Butler Tech is \$11,000.00 per student. The total for three members will be \$33,000.</p>

Finance	Budgeted Item:	N/A; Operational		
	CIP #:			
	TIF Info:			
	Purchase Order:	24000078	Total Encumbrance:	\$ 33,000.00

Purchase Order Requisition



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

Requested By: Jason Hanauer

Date: 11/27/2023

PO #

241000078

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


Area: Fire-EMS

Vendor No. Name: Butler Tech

Quantity	Description <small>(2 lines, 35 characters each. If more space is needed, description can be entered in DESCI Screen)</small>	Account #	Unit Price	Total
3	Paramedic School Tuition		11000.00	\$ 33,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Shipping/Freight	
			Grand Total	\$ 33,000

Approved by: [Signature]
Title: Chair

Comments: * Pending BOT APPROVAL
To send four members to the Butler Tech Paramedic Academy for the Spring of 2024.

	Charges Due	Code	PP	Name	Price	Σ
<input type="checkbox"/>	When Class Starts	PARSEFE3	P3	Paramedic Fees Term 3		15.00
<input type="checkbox"/>	When Class Starts	PARFET2	P2	Paramedic Fees Term 2		15.00
<input type="checkbox"/>	When Class Starts	PARFET4	P4	Paramedic Fee Term 4		160.00
<input type="checkbox"/>	When Class Starts	PARTUTM1	P1	Paramedic Tuition Term 1		2450.00
<input type="checkbox"/>	When Class Starts	PARTUTM2	P2	Paramedic Tuition Term 2		2450.00
<input type="checkbox"/>	When Class Starts	PARSUPTM1	P1	Paramedic Supplies Term 1		335.00
<input type="checkbox"/>	When Class Starts	PARCB	P1	Paramedic Chromebook		475.00
<input type="checkbox"/>	When Class Starts	PARTU3	P3	Paramedic Tuition Term 3		2450.00
<input type="checkbox"/>	When Class Starts	PARTU4	P4	Paramedic Tuition Term 4		2450.00
<input type="checkbox"/>	When Class Starts	PARSU1	P1	Paramedic Fees Term 1		200.00

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Requisition Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Magnet Forensics USA, Inc. - \$10,995.00 - Renew GrayKey license

Background:
<p>In 2022, the Police Department received a one year grant for GrayKey, a state-of-the-art forensic access tool that extracts encrypted or inaccessible data from mobile devices. Investigators can access password-protected mobile data, secure evidence, and protect victims from further exploitation.</p> <p>The renewal period for this license is January 16, 2024 through January 15, 2025.</p> <p>Thank you for your consideration.</p>

Finance	Budgeted Item:	Yes; Operational		
	CIP #:			
	TIF Info:			
	Purchase Order:	24000104	Total Encumbrance:	\$ 10,995.00



Address:
 Magnet Forensics, LLC
 931 Monroe Drive NE
 Suite A102-340
 Atlanta, Georgia 30308
 United States

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-321722-1
Issue Date: 28 Nov, 2023
Expires On: 10 Jan, 2024

Bill To
 Doug Farris
 West Chester Police Department (OH)
 9577 Beckett Rd # 500
 West Chester Township, Ohio 45069
 United States
 (513) 759-7262
 dfarris@westchesteroh.org

Ship To
 Doug Farris
 West Chester Police Department (OH)
 9577 Beckett Rd # 500
 West Chester Township, Ohio 45069
 United States
 (513) 759-7262
 dfarris@westchesteroh.org

End User
 Doug Farris
 West Chester Police Department (OH)
 9577 Beckett Rd. Suite 500
 west chester Ohio 45069
 United States
 (513) 759-7262
 dfarris@westchesteroh.org

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
James Fisher		james.fisher@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-ES	GrayKey License - Essentials Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30 Renewal for Serial Numbers: 16ffacd5d4091909	16 Jan, 2024 to 15 Jan, 2025	USD 10,995.00	1	USD 10,995.00

Sub-Total USD 10,995.00
 Taxes USD 0.00
Grand Total USD 10,995.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-321722 - USD 10,995.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to James Fisher at james.fisher@magnetforensics.com

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Requisition Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
Cartegraph Systems LLC - \$99,123.00 - Purchase license(s) for asset management data storage, support, and maintenance (CIP 2028)

Background:
<p>CarteGraph is used to collect and store data on the condition of the Township’s infrastructure. This information is vital to plan and budget for annual infrastructure improvements as well as overall asset management needs. We are adding additional Domains for Parks & Recreation and Facilities along with our annual licensing and maintenance costs to ensure we are proactively managing Township assets. With this CarteGraph upgrade, annual licensing and maintenance costs are fixed for a two-year cycle.</p> <p>2024 \$72,798.00 software (annual software cost) \$26,325.00 professional services (one time onboarding fee of new Parks and Recreation and Facilities domains) \$99,123.00 total</p> <p>2025 \$76,437.90 software (annual software cost)</p> <p>Community Services is requesting Trustee approval for the upgrade and renewal of Cartegraph.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	2028		
	TIF Info:			
	Purchase Order:	24000109	Total Encumbrance:	\$ 99,123.00



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Quote Number: OG-000H2054
Created On: 10/16/2023
Order Form Expiration: 1/30/2024
Subscription Start Date: 1/31/2024
Subscription End Date: 1/30/2027

Prepared By: Audrey Helle
Email: ahelle@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	West Chester Township, OH	Contact Name:	Larry Burks
Bill To/Ship To:	9113 Cincinnati-Dayton Road West Chester, Ohio 45069 United States	Email:	lburks@westchesteroh.org

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
OMS Premium, OMS Users (50 Users), Asset Builder, Facilities Domain, Parks & Recreation Domain, Stormwater Domain, Transportation Domain, Cartegraph Engage	1/31/2024	1/30/2025	\$72,798.00
OMS Premium, OMS Users (50 Users), Asset Builder, Facilities Domain, Parks & Recreation Domain, Stormwater Domain, Transportation Domain, Cartegraph Engage	1/31/2025	1/30/2026	\$76,437.90
OMS Premium, OMS Users (50 Users), Asset Builder, Facilities Domain, Parks & Recreation Domain, Stormwater Domain, Transportation Domain, Cartegraph Engage	1/31/2026	1/30/2027	\$80,259.80

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: **\$26,325.00**

Billing Table:

Billing Date	Amount Due	
January 31, 2024	\$99,123.00	Annual Software Fee + Professional Services
January 31, 2025	\$76,437.90	
January 31, 2026	\$80,259.80	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

*Conference Tickets are valid for the event only (no refunds or exchanges) and do not include travel, lodging or other expenses.

West Chester Township, OH

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Asset Management Total Cost at West Chester, OH

Total Annual Software Subscription | Current Subscription + Proposed

OpenGov Proposal - West Chester, OH EAM				
Subscription Year	Months	Software	Professional Services	Annual Total
Jan 31, 2024 - Jan 30, 2025	12	\$72,798.00	\$26,325.00	\$99,123.00
Jan 31, 2025 - Jan 30, 2026	12	\$76,437.90	\$0.00	\$76,437.90

Domains Include:

- Facilities Domain
- Parks and Rec Domain
- Transportation Domain
- Stormwater Domain

Functional Areas:

- Request Management
- Work Management
- Asset Management
- Resource Management
- Mobile Application
- Administrator Functions
- Reporting
- Preventative Maintenance
- Asset Inspections & Conditions
- Dashboarding

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Requisition Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
Queen City Awning - \$9,602.50 - Purchase awning for HR entrance at Administration Building (CIP 1838)

Background:
<p>This CIP was created for 2023 improvements to the HR entrance at the Administration building. An awning will help protect visitors and equipment from inclement weather at this location.</p> <p>Community Services requests approval of a Purchase Order in the amount of \$9,602.50, which includes installation.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1838		
	TIF Info:			
	Purchase Order:	24000111	Total Encumbrance:	\$ 9,602.50



Visit the design center at:
7225 East Kemper Road
Cincinnati, Ohio 45249
Monday - Friday 9am to 5pm



Quality custom awnings since 1877

Cincinnati (513) 530-9660	Nationwide (800) 611-2800	Andrew's Mobile 513-659-9466	Website QueenCityAwning.com
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West Chester Township
9113 Cincinnati Dayton Rd
West Chester OH 45069

Joel Woodrum

Quote ID **155125-A**
Date **October 25, 2023**
Pages **one**
Email **andrew@queencityawning.com**

Proposal

We, Queen City Awning, are pleased to quote on the following:

Furnish and install: (1) Hanger Rod Canopy complete

The item(s) listed above will be constructed to the following specifications:

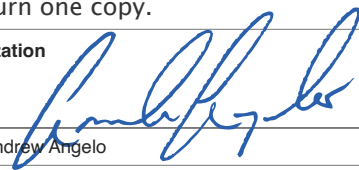
<u>Width</u>	<u>Projection</u>	<u>Fascia</u>	<u>Hangers</u>	<u>Fascia</u>	<u>Drainage</u>
approx 16'	4' 0"	8"	(x3)	8"	drain stub

- Materials** "Defender" canopy by QCA:
*per standard design & components
- decking: .080 extruded aluminum 8" flat pans
 - fascia: extruded aluminum 8" welded gutter fascia
 - hangers: 2" sq tube
 - drainage: drain stub (downspout available at additional cost)
 - finish: powder coat (standard color)

- Price**
- (A) furnish & install as listed above = \$7,250
 - (B) optional 4" crown molding = +\$600
 - (C) optional downspout = +\$500 each
 - (D) PE stamped drawings = +\$1,200 if required

- Exclusions**
- Blocking required for adequate mount (if required)
 - Permit (if required)
 - Thru-Wall flashing and counter flashing (standard caulk seal included)

To proceed with the order, please sign and return one copy.

<p>Terms and Conditions Advance payments are not refundable. If the purchaser cancels the order, purchaser agrees to pay for cost incurred in manufacturing the order. All cancellations must be in writing. This proposal forms the entire agreement. Any changes, deletions or additions must be made and agreed to in writing by both parties. It is the sole responsibility of the purchaser to determine the suitability of the item(s) being purchased. All work to be completed in a professional manner according to standard practices. Any questions concerning workmanship must be reported within 10 days after completion of work or will be subject to a service charge. Time estimates for the delivery/installation of this order are subject to change and are not considered binding. All agreements contingent upon strikes, accidents or delays beyond our control. Storage charges will apply to orders which have not been picked up, delivered or installed within 30 days of notification. Unless specifically noted, existing awning frames are assumed to be as-is. Any repairs, replacements or modifications necessary to install the cover will be an additional charge. Our workers are fully covered by liability and worker's compensation insurance. Purchaser agrees to pay all fees, including legal fees, to collect past due amounts. WARRANTY: Queen City Awning warrants fabric, framework and installation of their awnings to be free from defects for a period of one year from date of installation. See warranty for details. For fabric warranty, see supplier's certificate.</p>	<p>Company Authorization</p>  Authorized by Andrew Angelo
	<p>Acceptance of Proposal</p> <p>Payment Terms: To be determined</p> <p>The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work. Payment will be made as outlined above.</p> <p>_____</p> <p>Purchase Order Number</p> <p>_____</p> <p>Signature of Acceptance Date</p> <p>_____</p> <p>Printed Name</p> <p style="text-align: center;">VALID ONLY IF ACCEPTED WITHIN 30 DAYS</p> <p>A service charge of 1-1/2% per month will be charged on all past due accounts</p>

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Business Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Resolution 01-2024 Rescinding and Replacing Resolution 06-2019 Authorizing Various Township Personnel to Incur Obligations on Behalf of the Township Pursuant to Ohio Revised Code §507.11

Background:
In order for the Township's business to be conducted efficiently and effectively it's necessary to add additional approved staff to incur obligations on behalf of the Township.

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

RESOLUTION NO. 01 - 2024

Resolution Authorizing Various Township Personnel to Incur Obligations on Behalf of the Township Pursuant to Ohio Revised Code §507.11

WHEREAS, on March 27, 1984 the West Chester Township Board of Trustees delegated “Department Heads” the authority to obligate spending amounts less than seven hundred fifty dollars (\$750.00) limit on behalf of the Township; and,

WHEREAS, on March 10, 2009 the West Chester Township Board of Trustees delegated Township Administrator the authority to obligate spending amounts no more than two thousand five hundred dollars (\$2,500.00) on behalf of the Township while continuing the “Department Head” authority from 1984; and,

WHEREAS, on March 26, 2019 the West Chester Township Board of Trustees delegated Township Administrator and Assistant Township Administrator to incur obligations of seven thousand five hundred dollars (\$7,500.00) or less on behalf of the Township; and,

WHEREAS, on March 26, 2019 the West Chester Township Board of Trustees delegated Department Heads to incur obligations of five thousand dollars (\$5,000.00) or less on behalf of the Township; and,

WHEREAS, each increased purchase limit authorized by the Board reflected the increased costs of doing business as a result of inflationary factors and increased costs of materials, supplies, services, equipment, etc. necessary to perform basic daily functions and operations more efficiently; and,

WHEREAS, the complexity of Township operations necessitates expansion of the category of employees permitted to obligate funds on behalf of the Township; and,

WHEREAS, ORC 507.11 allows Township Boards of Trustees to delegate authority up to ten thousand dollars (\$10,000.00);

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

SECTION 1. Rescind and replace Resolution 06-2019 with Resolution 01- 2024; and,

SECTION 2. Authorize the Township Administrator to incur obligations of seven thousand five hundred dollars (\$7,500.00) or less on behalf of the Township and authorize the Assistant Township Administrator to do so in cases when the Township Administrator is absent pursuant to Ohio Revised Code §507.11.

SECTION 3. Authorize a “Department Head” to incur obligations of five thousand dollars (\$5,000.00) or less on behalf of the Township pursuant to Ohio Revised Code §507.11. “Department Head”

is defined as any individual who reports directly to the Township Administrator per the organizational chart. A Department Head may designate a subordinate staff member included on the approved list outlined in Section 4 or another Department Head to incur obligations on his or her behalf when the Department Head will be absent for an extended period.

Section 4. Authorize a Department Head to designate up to three staff members to incur obligations of two thousand five hundred dollars (\$2,500.00) or less on behalf of the Township pursuant to §507.11. A Department Head may approve an obligation amount less than \$2,500.00 for all or some designated staff members. Staff members designated under this section shall be approved through a memorandum signed by the Township Administrator; such memorandum may be amended as required to accommodate Township operations.

Adopted this 9th day of January, 2024.

_____ Lee Wong, Chair	_____ Yes/No
_____ Mark Welch, Vice Chair	_____ Yes/No
_____ Ann Becker, Trustee	_____ Yes/No

ATTEST:

Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Business Item
Submitted By:	
Kenneth Keim, Director of Finance	

Motion:
 Motion to approve agreement between West Chester Township Board of Trustees and Clark, Schaefer, Hackett & Co for accounting and advisory services related to transitioning payroll systems, not to exceed \$25,000; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

Background:
 West Chester Township is amidst a major transition in accounting, HR, payroll and timekeeping software.
 On May 25, 2021, West Chester selected Plante Moran to help author and select a top of the line Finance, HR, Enterprise Resource Planning (ERP) solution.
 On June 12, 2022, West Chester selected Tyler Technologies as a comprehensive Finance, HR, and payroll solution. Project implementation was divided into three major phases: Finance in July 2023, Payroll in January 2024, and Advanced Scheduling in July 2024.
 Having now reached the phase of the plan where West Chester ends its long- term relationship with ADP, we have realized that the process of managing the change takes 100% of the effort of our HR staff with no time left to also absorb new tasks previously done by ADP. While it is still our current plan to take advantage of efficiencies created by the Tyler ERP and in the long term repurpose those efforts toward the payroll services task, we simply do not have that luxury while also doing all the quality assurance needed in this very critical point in the ERP transition.
 Clark, Schaefer & Hackett (CSH) has the talent background and experience to assist us in this capacity. Specifically, Michelle Greis, who was previously WCT lead auditor as well as Liberty Township Finance Director, will be the point person for CSH. This agreement is set at \$25,000 at which point we will reassess.
 Thank you for your consideration.

Finance	Budgeted Item:	Yes; Operational		
	CIP #:			
	TIF Info:			
	Purchase Order:	24000073	Total Encumbrance:	\$ 25,000.00

December 21, 2023

West Chester Township
9113 Cincinnati Dayton Road
West Chester, Ohio 45069

Re: Accounting and Advisory Services

This letter confirms the accounting and advisory services West Chester Township has requested Clark Schaefer Hackett to perform, and under the terms, which we have agreed to do that work. Please read this letter carefully because it outlines expectations by both our firm and your organization. The intention of this letter is to confirm your understanding of, and agreement with, both what is included with our services, as well as the limitations of the accounting and advisory services you have asked us to perform.

Services

At your request and under your direction, we will perform the accounting and advisory services described in Appendix A.

Our Responsibilities

The objective of our engagement is to assist the Township in transitioning payroll systems. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Township or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to assist in the payroll transition from outsource to inhouse processing. Management has the following overall responsibilities that are fundamental to our undertaking the engagement:

- a. The prevention and detection of fraud
- b. To ensure that the entity complies with the laws and regulations applicable to its activities
- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement
- d. To provide us with
 - (1) Documentation and other related information that is relevant to the project
 - (2) Additional information that may be requested for the purpose of the project, and
 - (3) Unrestricted access to individuals within the Township of whom we determine necessary to communicate.

Accounting and Advisory Services

At your request and under your direction, we will perform the accounting and advisory services Described below in Appendix A. Additionally, if you have questions and/or concerns regarding your ongoing financial reporting, accounting records, and business management issues, we may provide additional assistance and describe alternatives we are aware of. Our advice and related alternatives will be based on our knowledge, training and experience, but at all times the decisions you make are strictly yours, as is the responsibility for the financial records of your company. We encourage you to reflect on our recommendations and implement what you believe is best for your entity.

If necessary, we may suggest you contact your attorney, one of our strategic partners with specific expertise, or someone else better suited to assist you. We have no responsibility to oversee the services of any other professionals with whom you engage to provide services.

Clark Schaefer Hackett, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions, including determining account coding and approving journal entries and will notify the Township of such refusal.

Your Responsibilities

You authorize Clark Schaefer Hackett to accept instructions from you and/or from the staff you designate for this engagement.

You agree you are responsible for the proper recordkeeping of transactions in the records, the safekeeping of assets, the prevention and detection of fraud, compliance with the laws and regulations applicable to your activities, and the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, in accordance with the basis of accounting the Township uses for external reporting and income tax purposes. In addition, we have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

You are responsible to make staff available during our ongoing work with you, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services. We reserve the right to suspend or terminate our work. Upon suspension or termination, we will use commercially reasonable efforts to transfer information in our possession that the Township is entitled to per the AICPA Code of Professional Conduct to the Township or its designated representative. Because we will rely on the Township and its management (including the audit committee, if applicable) to discharge the forgoing responsibilities, the company holds harmless and releases Clark Schaefer Hackett, its shareholders and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the company's management, which has caused, in any respect, Clark Schaefer Hackett's inability to discover such matters should they exist. This provision shall survive the termination of this arrangement for services.

Your Investment

The scope of our services with you is outlined in the Appendix A of this agreement. In order to ensure that we are providing you with seamless access to the services and expertise you need from us, you will receive a detailed account of hours worked and services performed monthly.

Our fees for the services noted in Appendix A will be charged on an hourly basis at a rate of \$150 per hour. You will be billed monthly for services provided. You may also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. Additional expenses are estimated to be minimal. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed.

In the event that extra consultation is needed outside the scope of the items noted on Appendix A, we will bill for those services at standard hourly rates or rates discussed and agreed upon with you. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Rush requests will be billed at standard hourly rates.

Requests for Additional Services

We want to ensure that you are never surprised by the price for any service we provide. Therefore, we have adopted a "Service Order" Policy. If you request that we provide services beyond those outlined in this agreement we will be happy to provide you with a "Service Order" outlining the scope of that request, our fees, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that is outside the scope of services we provide, our expertise or for any other reason.

Legally Required Services

In the event that we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates at the time the services are performed. We will request a retainer payment in advance of the services being performed, as well as ongoing replenishments of the retainer. You also agree to reimburse us for all out-of-pocket expenses incurred in that regard.

Confidentiality

Clark Schaefer Hackett agrees to take reasonable steps to protect all confidential information and to use the confidential information only in connection with performing the services hereunder. For purposes of this agreement, confidential information shall mean any and all information which is private and not in the public domain about the Township that is provided, obtained, or produced in connection with the services in written, oral, digital or other tangible form, including, without limitation, all information furnished at any time relating to the Township business, customers, intellectual property, processes, strategies, all portions of any analyses, compilations, data, studies, or other documents prepared by the Clark Schaefer Hackett that contain or are based on any furnished information or that reflect its review of such information, and any and all information concerning the Township plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which ought reasonably under the circumstances to be considered confidential (the "confidential information"). Clark Schaefer Hackett agrees to take reasonable steps necessary to ensure that the confidentiality of the confidential information is maintained and that such confidential information is protected from unauthorized disclosure, but not to a greater extent than the Township itself uses to protect confidential information. Without limiting the generality of the foregoing, Clark Schaefer Hackett shall not disclose confidential information to any party outside its organization, without the prior written approval of MHRB. Clark Schaefer Hackett represents that, as a matter of policy, it informs its personnel concerning maintaining the confidentiality of client information. The parties hereto agree that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of

the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property.

Third Party Disclosure and the use of Third Party Services

Unless you indicate otherwise, you consent to and authorize our firm to transmit confidential information that you provide to us to third parties in order to facilitate delivering our services to you. Examples of such transmissions may include, but are not limited to, the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third party developers), transfer of accounting information and other data files via the internet, online back-up services, web site developer and hosting services (for newsletter and order processing), or a credit card processing company. We only work with established companies that we believe to be reputable and that have demonstrated their commitment to safeguarding your data. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Record Retention

During the course of our work with you, we will use one or more third party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of your Accounts Payable or other business documents. By signing this agreement, you confirm that you understand the services being provided and also agree that Clark Schaefer Hackett is not liable for record retention or any other aspect of the services provided by these 3rd parties, even if we absorb the cost (in part or in full) of a third-party service as a benefit to you. You at all times assume responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application.

Our workpapers are the property of our firm and will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. Our workpapers are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

If our engagement with you ends for any reason, you will have the option to continue any third party subscription based services at your expense (in some cases we may have absorbed the cost of these services during our work with you). You agree to complete the transfer of services to your name and assume responsibility for payment within 10 days of the end of our work with you. Our "end date" will be defined as the 11th business day following the date shown on the email or letter of termination/resignation transmitted by either party. You understand that if you do not assume responsibility for these services that they may be cancelled. Additional fees may apply if you elect to

restore those services (if that option is available from the service provider) or request copies (digital or hard copy) of records from the third-party provider.

Non-Solicitation

In order to maintain independence, to protect our employees from violating their employment agreements, and ensure the quality of services delivered, both parties agree not to hire, or solicit for hire, or in any manner engage the services of, or use of, directly or indirectly the other party's personnel during the term of this engagement or extension thereof, and for a period of one year after the completion thereof. If either party violates this clause by hiring the other's personnel, they agree to pay a fee equal to twice the current salary of the hired personnel.

Mediation/Arbitration

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

The Township and Clark Schaefer Hackett both agree that any dispute over fees charged by Clark Schaefer Hackett to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Clark Schaefer Hackett, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Each party in this engagement agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of law thereof.

Assignment

All obligations provided under this Agreement are between Clark Schaefer Hackett and the Township and neither party shall assign any rights or delegate any obligations hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

Termination of Services

You understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to provide the requested information or pay for services for this engagement on the agreed upon schedule, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

If our work is suspended due to lack of payment and we later receive payment from you along with your request that we resume services, we may provide you with an updated timeline for completion of any past due work. We are under no obligation to resume services. You understand that this may result in significant delays in processing.

We reserve the right to terminate our work immediately if, during the course of our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact

or based on confirmed or potential public perception.

Any dispute regarding billed amounts must be submitted in writing within 10 days of the invoice date; email is acceptable. No amounts may be disputed after that 10-day period.

You may elect to terminate this agreement by providing Clark Schaefer Hackett with 30 days written notice. In the event that services are terminated, you assume responsibility for the transfer data of any 3rd party vendor services as described earlier in this agreement. We will make reasonable efforts to provide you with information and transaction data that we have collected in performing our services. Additional charges may apply for obtaining transactional data. We reserve the right to not share application data that we consider proprietary to our service.

If our work is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

Conclusion

This letter sets forth the entire agreement relating to our work with you. This letter supersedes any prior agreements, discussions or understandings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement. As indicated earlier in this agreement, you may request that we perform additional services at a future date beyond the scope of this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional service will necessitate that we issue a Service Order as an addendum to this agreement, or a separate engagement letter to reflect the obligations of both parties.

If this letter correctly describes your understanding of our engagement, please print and sign an original of this engagement letter and return it to us.

We look forward to serving the Township.

Sincerely,

Clark, Schaefer, Hackett & Co.

The above letter and the supporting Appendices confirm our understanding of the services to be performed and the limitations of those services.

Signature

Title

Printed Name

Date

Signature

Title

Printed Name

Date

Appendix A

West Chester Township

Services to Be Provided

- a) Assist in the payroll transition from outsource to inhouse processing
- b) Create procedures for remitting employee withholdings to the appropriate agencies
- c) Assist in preparing and reconciling the Form 941 for 1st Quarter 2024

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Business Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Motion to appoint two Trustees, two Fire Department members, and one civilian to the 2024 Volunteer Firefighters' Dependents Board

Background:
<p>Pursuant to Chapter 146 of the Ohio Revised Code, the Volunteer Firefighter' Dependents' Fund Board is comprised of two Township Board of Trustee members appointed by the Trustee Board, two fire department members, and one elector that is not a public employee.</p> <p>The Fire Department is requesting that the Board of Trustees appoint the following to the Volunteer Firefighters' Dependents Fund Board to service for year 2024:</p> <ol style="list-style-type: none"> 1. Two Township Trustees (to be appointed at this meeting and one to serve as Chairperson) 2. Two Fire Department members: Assistant Fire Chief David Pickering as Secretary and Lieutenant James Cox 3. One Elector, Gene Hendel <p>This board meets on a quarterly bases to certify the eligibility of benefits for surviving fire department dependents pursuant to Chapter 146 of the Ohio Revised Code.</p>

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

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Business Item
Submitted By:	
Barb Wilson, Director of Public Information & Engagement	

Motion:
Motion to approve subgrant agreement between West Chester Township Board of Trustees and Board of Commissioners Butler County, Ohio to accept American Rescue Plan Act/State and Local Fiscal Recovery Funds to primarily serve the elderly population with accessibility challenges and to promote their ability to perform and attend normal day to day activities; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

Background:
At its December 5, 2023 meeting, the Board of Trustees voted to participate in the Butler County Board of Commissioners American Rescue Plan Act/State and Local Fiscal Recovery Funds allocation, designating funding to the purchase of two vehicles for the West Chester Senior Transportation Service.
The agreement defines the relationship between the Butler County Board of Commissioners and West Chester Township for the allocation of funding and its use for this specific purpose.

Finance	Budgeted Item:	N/A;
	CIP #:	
	TIF Info:	

	Purchase Order:		Total Encumbrance: \$.00
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**SUBGRANT AGREEMENT BETWEEN BUTLER COUNTY, OHIO
AND WEST CHESTER TOWNSHIP FOR APPLICATION OF AMERICAN RESCUE PLAN
ACT/STATE AND LOCAL FISCAL RECOVERY FUNDS AS ALLOCATED BY THE BUTLER
COUNTY BOARD OF COMMISSIONERS THROUGH ITS LOCAL COMMUNITY
ALLOCATION PLAN TO BE USED FOR DISPARATE POPULATIONS WITHIN AND TO
MITIGATE THE NEEDS OF THE UNDERSERVED IN WEST CHESTER TOWNSHIP AND
SPECIFICALLY FOR PURCHASE OF TWO VEHICLES FOR ITS SENIOR VAN
TRANSPORTATION SERVICE**

This non-exclusive SUBGRANT AGREEMENT (the “Agreement”) is made and entered into by the Board of Commissioners Butler County, Ohio, as approved by Resolution No.

_____ on _____, 2024, (hereinafter called the “County” or the “Board”) and the Township Board of Trustees of West Chester, a political subdivision of the State of Ohio (hereinafter called “Township” or “Trustees” or “Subrecipient”) and collectively the PROJECT PARTIES.

RECITALS

WHEREAS, the Coronavirus Local Fiscal Recovery Fund (aka American Rescue Plan Act of 2021, or “ARPA”) was signed into law by the President of the United States on March 11, 2021;

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, the Coronavirus Local Fiscal Recovery Fund (“CLFRF”), which provided \$65.1 billion financial assistance to eligible county governments with a Federal Award Date of April 15, 2021; and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “U.S. TREASURY”) published initial guidance; from time to time subsequent interim guidance and frequently asked questions; and the Final Rule on January 6, 2022 regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with ARPA/SLFRF; and

WHEREAS, the U.S. TREASURY established a methodology for allocating funds to counties based on each county’s population, and Butler County, as published by the U.S. TREASURY, was allocated a total of \$74,419,288.00, payable in two tranches. The Assistance Listing number (fka CFDA) for this award is 21.027; and

WHEREAS, the County receipted the first fifty percent (50%) of its SLFRF allocation (\$37,209,644.00) on June 25, 2021; and

WHEREAS, the County receipted the remaining fifty percent (50%) of its SLFRF allocation (\$37,209,644.00) on July 1, 2022; and

WHEREAS, through Resolution No. 21-06-00728, the Butler County Board of Commissioners accepted and accessed the U.S. TREASURY allocation, assigned the federal award identification

number (“FAIN”) of SLFRP3938, and acknowledged the funds received from the Coronavirus Local Fiscal Recovery Fund (or ARPA) may be and affirmed will only be expended to cover qualified and eligible costs of the political subdivision or its sub-grantees consistent with the requirements of Section 603(c)(1) of the Social Security Act and the Department of the Treasury's Final Rule, adopted January 6, 2022, and the multiple subsequent amendments to or clarifications of, and any current or future applicable regulation to cover expenses in general which support the eligible Expenditure Categories (the “EC”) outlined in the Act; and

WHEREAS, on September 18, 2023 the Board of Commissioners unanimously adopted through Resolution No. 23-09-01494 to allocate the American Rescue Plan Act/State and Local Fiscal Recovery Funds in the amount of \$7,950,000.00 to be distributed in the following manner: two million dollars (\$2,000,000.00) to the City of Hamilton; two million dollars (\$2,000,000.00) to the City of Middletown; one million dollars (\$1,000,000.00) to the City of Fairfield; one million dollars (\$1,000,000.00) to the City of Oxford; and one hundred fifty thousand dollars(\$150,000.00) per township, totaling 13 townships to be used for disparate populations within the respective community and to mitigate the needs of the underserved (the “PROJECT”); and

WHEREAS, the Township submitted a written request, Exhibit A, to the County for its intended use of the \$150,000.00 in Local Community Allocation Plan ARPA/SLFRF relief funds to purchase a wheelchair accessible vehicle to better serve the medically disabled patrons and a standard passenger vehicle to promote sustained independence and the ability for the elderly cohort to remain at home; and

WHEREAS, the PROJECT was proposed and is designed for the Subrecipient to primarily serve the elderly population with accessibility challenges and to promote their ability to perform and attend normal day to day activities; and

WHEREAS, the County intends to allocate a portion of its SLFRF funds to assist organizations within Butler County to transformationally advance the County’s efforts in identifying the highest priority needs in the areas of public and behavioral health, negative economic impacts to households and communities, and investment in qualified infrastructure and demonstratively successful service programs while serving the most dependent and underserved populations and to develop an ecosystem which builds solid and reliable infrastructure and a sustainable workforce prepared for today’s jobs and scalable and transferrable to tomorrow’s demands to remediate the negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(3) of the Social Security Act, the County may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published documents reciting guidance, requirements and/or answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds on July 19, 2021, August 9, 2021, November 5, 2021, January 2022, February 2022, April 2022, and July 2022 (hereinafter “GUIDANCE or FAQ”); and

WHEREAS, the Compliance and Reporting Guidance issued by the U.S. Treasury on February 28,

2022 modified the Expenditure Categories (EC); EC 6.1: Provision of Government Services best prescribes the appropriate and applicable expenditure category. This particular project aims to better serve the medically disabled patrons of the Township’s senior van transportation service and to promote sustained independence and the ability for the elderly cohort to remain at home; and

WHEREAS, it is anticipated funding allocated for the Project would proactively serve an isolated population with mobility challenges and compassionately grant the cohort with the ability to experience normal daily activities and engage in community interaction. This engagement would create better outcomes for the senior cohort and for the community; and

WHEREAS, the Butler County Recovery Plan, adopted by the Board on August 30, 2021 through Resolution No. 21-08-01197 (the “PLAN”) states “The American Rescue Plan Act’s Coronavirus State and Local Fiscal Recovery Funds intend to support Butler County’s response to the economic and public health impacts of COVID-19; though, Butler County leadership will strive to use the SLFRF funding to create new and build better existing programs, delivery of services, and customer point interactions than presently enacted and implemented. The SLFRF funding was designed in an effort to mitigate the impact on communities, neighborhoods, residents, and businesses. The Board of Commissioners pledges to wisely and fiscally soundly apply funding to those projects and programs which demonstrate greatest investment in communities, systems, and most importantly people. These projects will have a significant, long-term, productive impact on Butler County, addressing remnant effects and impacts on the various modes of the micro and macro economy in Butler County and the communities, neighborhoods, and people it affected.”

WHEREAS, through adoption of Resolution No. 22-07-01122 on July 25, 2022, its first amendment through Resolution No. 22-10-01596 on October 10, 2022 and its second amendment through Resolution No. 23-06-00947 on June 12, 2023, the Board of Commissioners awarded \$52.4M as its Phase I allocation; and

WHEREAS, through adoption of Resolution No. 22-12-01985 on December 19, 2023 and its amendment through Resolution No. 23-06-00948 on June 12, 2023, the Board of Commissioners awarded \$16.1M as its Phase II allocation;

WHEREAS, on September 18, 2023 the Board of Commissioners publicly discussed and adopted Resolution No. 23-09-01494 awarding \$7,950,000.00 as its Local Community Allocation Plan: the majority of the funding was ARPA/SLFRF principal with nearly \$2.0M of it in interest earned; and

WHEREAS, the Board determines the PROJECT is consistent with its objectives and aspirations through its PLAN and determines the PROJECT is an eligible use ARPA/SLFRF funding; and

WHEREAS, the Board desires to support and fund said PROJECT and agrees to allocate a portion of its distribution to Subrecipient for its administration of and required accounting for funds of the PROJECT, under certain terms and conditions, to which must be adhered and reported as required herein; and

WHEREAS, the ARPA/SLFRF funding allocation is awarded based upon the Subrecipient’s desire to accept SUBGRANT under all necessary requirements of the ARPA and under all terms and conditions as assigned and outlined in the Agreement, and abide to the provisions contained in the Agreement.

WHEREAS, the Board of County Commissioners approves the aforementioned PROJECT as part of its Local Community Allocation Plan subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the Board, as well as any audit requirements established by the State of Ohio Auditor's Office (hereinafter "AOS"); and

WHEREAS, the County and Subrecipient desire to enter into this Agreement and understand the Subrecipient will have a separate agreement with the Project sponsor.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than September 30, 2026, unless terminated by the County in writing. The subaward period of performance and the subaward budget period correspond with the effective date and term of this Agreement.

2. CLOSE-OUTS

The Subrecipient's obligation to the County shall not end until the audit for audit year ending December 31, 2026 is completed. The Subrecipient is obligated to complete all close-out requirements by October 31, 2026. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

3. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO SUBRECIPIENT

The grand total subaward of SLFRF funds to be disseminated by the County to the Subrecipient as part of this Agreement shall not exceed \$150,000.00 for the aforementioned PROJECT to be applied to the Township's elderly population with limited mobility and with the intentions the Project would proactively serve an isolated population and compassionately grant the cohort with the ability to experience normal daily activities and engage in community interaction. This engagement would create better outcomes for the senior cohort and for the community. The Subrecipient acknowledges and accepts the funds allocated as part of this Agreement is subject to all of the terms and conditions outlined herein, including Exhibits A, B, and C and any unused portion must be returned to the County by September 30, 2026 if not used.

4. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The Subrecipient shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services as allowed in the Act, federal guidance related to the Act and in accordance with paragraph 2 of Exhibit B attached to this Agreement and to which are specifically

outlined in Exhibit A.

5. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

Subrecipient shall comply with the reporting requirements as detailed in Exhibits B and C of this Agreement.

6. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO SUBRECIPIENT

The dissemination of SLFRF funds shall only occur after the County and Subrecipient execute this Agreement and Subrecipient attests to Exhibit B and agrees to Exhibit C. All payments from the County to the Subrecipient are contingent on the availability of SLFRF funds to the County, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

7. ACKNOWLEDGMENT AND ACCEPTANCE OF REQUIREMENTS FOR REPORTING

Subrecipient acknowledges and accepts County's requirements, consistent with instructions in Exhibit C, to submit quarterly expenditure reports (the "EXPENDITURE REPORT") and qualitative and quantitative performance measurement metrics either semi-annually, at a minimum, or more frequently at the County's request (the "PERFORMANCE PLAN"). The PERFORMANCE PLAN will provide qualitative and quantitative performance measurement metrics, demonstrating evidence-based results to promote equitable outcomes and satisfying other elements of the EXPENDITURE CATEGORY.

EXPENDITURE REPORTS and PERFORMANCE REPORTS, respectively, shall be submitted, to an electronic portal as provided by instructions in Exhibit C, until PROJECT funding award is exhausted or until the County determines the SUBRECIPIENT has satisfied all requirements, pursuant to the United States Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Guidance on Recipient Compliance and Report Responsibilities.

8. TERMINATION

The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient. Upon the effective date of termination the Subrecipient agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish the County any invoices and other documentation as the County shall require. Subrecipient agrees to reimburse the County for all unspent funds or funds spent in violation of applicable local, state, or federal guidelines or of this Agreement within 60 days of the effective date of termination. The County is not liable for costs incurred by the Subrecipient after the effective date of termination.

9. RELATIONSHIP OF THE PARTIES

The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, of the County for any purpose.

10. SUBRECIPIENT NEGLIGENCE OR FAILURE TO PERFORM

Subrecipient agrees to be responsible for the consequences of its negligence or failure to perform in accordance with this Agreement and will defend the County against claims based upon Subrecipient's negligence or failure to perform.

11. COMPLIANCE WITH LAWS AND GUIDELINES

Subrecipient agrees to comply with the requirements of section 602 of the Social Security Act, regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, as well as applicable State statutes, regulations and executive orders and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this subaward.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

SUBRECIPIENT

West Chester Township
c/o Larry Burks, Township Administrator
9113 Cincinnati-Dayton Road
West Chester, Ohio 45069

COUNTY

Board of Commissioners, Butler County, Ohio
c/o Judi Boyko, County Administrator
315 High Street, Suite 600
6th Floor
Hamilton, Ohio 45011

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

Butler County understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this subaward. Subrecipient and its Contractors must disclose in writing to the Butler County Board of Commissioners' Office or the pass-through entity, as

appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The County shall disclose such conflict to Treasury.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose shall survive expiration or termination of the Agreement. Those provisions include without limitation Indemnification of the County (to the fullest extent permissible under Ohio law), Maintenance and Audit of Records and reimbursement to the County of any unspent funds or funds spent in violation of applicable local, state, or federal guidelines or the terms of this Agreement.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Ohio, the American Rescue Plan Act of 2021, and all applicable federal regulations both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Butler County, Ohio.

19. NON-WAIVER

No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. ENTIRE AGREEMENT

This Agreement and the attached Exhibits constitute the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY RECIPIENTS

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement.

Notwithstanding anything to the contrary above, Subrecipient is specifically accepting subaward on behalf of the Township and agrees to disburse funds to benefit disparate populations within West Chester Township and to mitigate the needs of the underserved pursuant to the terms of this Agreement. This provision shall not limit any obligation which any party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Subrecipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Additionally and when applicable, Subrecipients will take affirmative steps as outlined in 2 C.F.R. § 200.321, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this _____ day of _____, 2024.

**SUBRECIPIENT
WEST CHESTER TOWNSHIP**

**BOARD OF COUNTY COMMISSIONERS
BUTLER COUNTY, OHIO**

Print Name

Cindy Carpenter, President

Signature

Date

Donald L. Dixon, Vice-President

APPROVED AS TO FORM:

TC Rogers, Commissioner

Charles Galvin
Law Director West Chester Township

Date

APPROVED AS TO FORM:

Dan Ferguson, Chief Civil Division, Assistant
Prosecuting Attorney

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Business Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Motion not to object to a new D1, D2 liquor permit for L&M Spiceporium LLC dba Sawasdee Thai Cuisine, 6064 West Chester Road

Background:

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

**NOTICE TO LEGISLATIVE
AUTHORITY**

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

TO

49738510005		NEW	L & M SPICEPORIUM LLC	
PERMIT NUMBER		TYPE	DBA SAWASDEE THAI CUISINE	
ISSUE DATE				
10		10		2023
FILING DATE				
D1 D2				
PERMIT CLASSES				
09	948	A	D96556	
TAX DISTRICT		RECEIPT NO.		

FROM 10/16/2023

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



MAILED 10/16/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN.

11/16/2023

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 4973851-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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



WEST CHESTER POLICE DEPARTMENT LIQUOR PERMIT INVESTIGATION

Date application received: <u>10/16/23</u>		Report date: <u>1/3/24</u>
<u>49738510005</u> Liquor Permit Number	<u>NEW</u> Type of Permit Requested	
Applicant 1: <u>Kanravee Thitirungrojikul</u> Name <u>5505 Camelot Dr.</u> Address <u>Fairfield, OH 45014</u> City, State, Zip Code	Local law enforcement history: No local history.	
Applicant 1: <u>Michael Roaden</u> Name <u>5505 Camelot Dr.</u> Address <u>Fairfield, OH. 45014</u> City, State, Zip Code	Local law enforcement history: No local history.	
Applicant 1: _____ Name _____ Address _____ City, State, Zip Code	Local law enforcement history:	
Applicant 1: _____ Name _____ Address _____ City, State, Zip Code	Local law enforcement history:	

Description of projected location: **6064 West Chester Rd. is one unit attached to a multi-unit strip plaza at the Northeast corner of West Chester Rd and Lakota Drive West. It previously operated as a restaurant.**

Diagram/Map attached: Yes

Description of projected business operation: **Sawasdee Thai Cuisine will specialize in Asian inspired menu items. They will offer beer and wine on their menu.**

Public institutions within 500 feet of projected site (May object to permit issue) ex. Schools, Churches, Libraries, Public Playgrounds and Township Parks Additional Institutions should be listed in the investigator's narrative.	
1. N/A	
Name of Institution	Distance
2.	
Name of Institution	Distance
3.	
Name of Institution	Distance

Impact on surrounding business: **There should be no impact on the surrounding area.**


Investigator's narrative: **On May 24, 2023 I called and spoke with Michael one of the permit applicants. He was polite and forthcoming with information. Michael explained the history surrounding Sawasdee. He said they had to close the original restaurant in December of 2021. They have been searching for the right location to reopen ever since. They signed the lease agreement for the West Chester Rd. property in October 2022. The original liquor permit from Fairfield is being requested as an economic transfer (TRES) {SEE ADDENDUM BELOW}. The business is currently being remodeled, with hopes to open by the end of June. Michael advised that the square footage is around 2800 sq. ft. and the maximum occupancy should be between 60-70 patrons. They will operate as a dine-in (offering beer and wine) and carry-out restaurant. The plan is to be open seven days a week, M-T 10:30-9:00, F 10:30-10:00, S 12:00-10:00 and S 3:00-9:00. Michael anticipates employing between 4 and 10 people, some may be underage. He does not anticipate any impact on the surrounding area. He does not operate any other businesses and this transfer is their only liquor permit.**

There are no concerns that the approval of this permit will have an adverse effect on public safety efforts. I see no reason to object to this application for D1 (Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am), and D2 (Wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00am) liquor permit.

Addendum;

On 1/3/24 I was asked to revise the previous report. Apparently, the original paperwork had been filed under the wrong title/section, "TRES" and has since expired. The applicant has corrected the paperwork which now reflects the "NEW" status with a new permit number. The other information remains the same. I maintain not objecting to this permit.

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


Investigator Name/ ID#

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

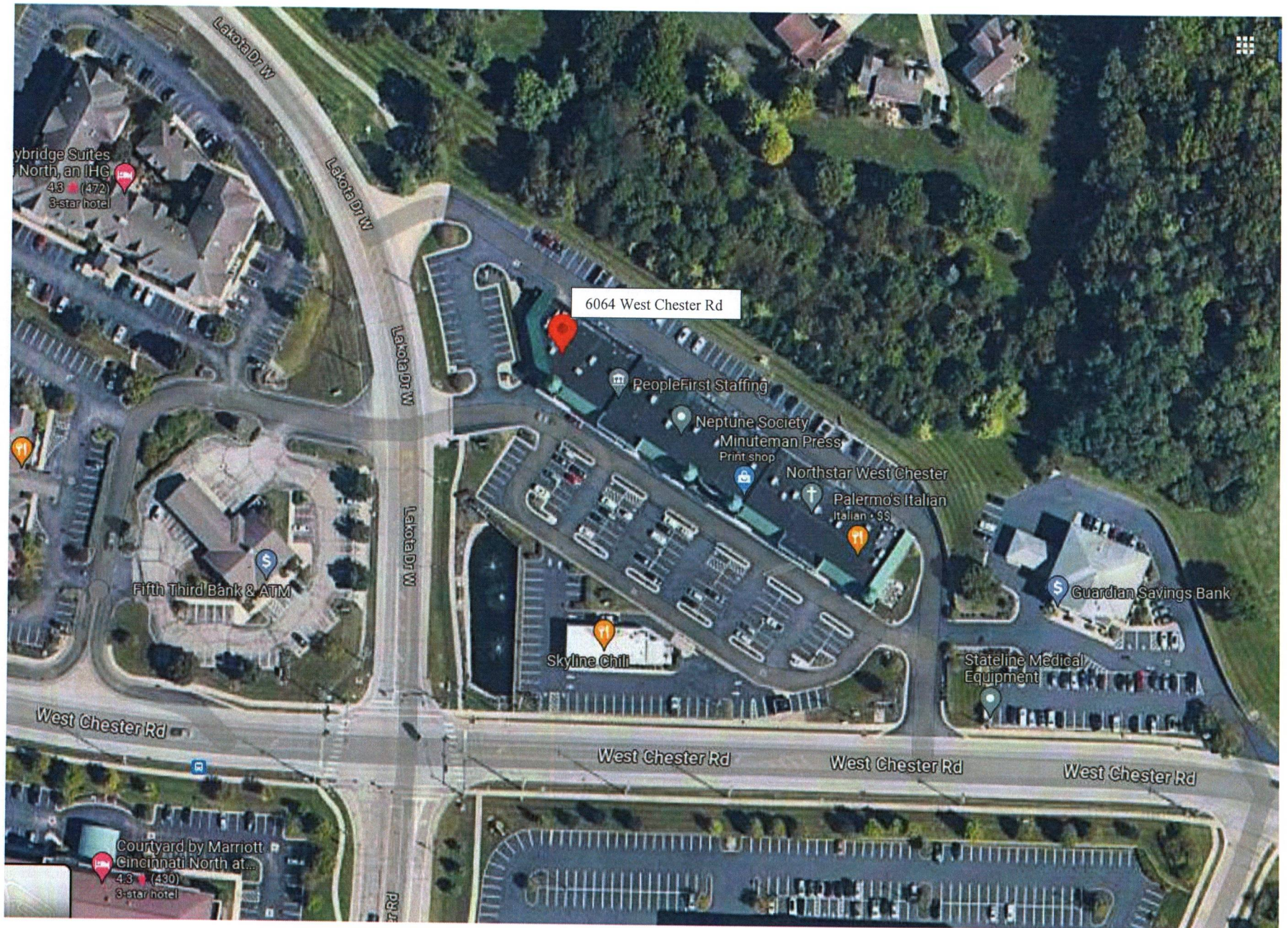
(E) The division of liquor control shall refuse to transfer the ownership of or transfer the location of a retail permit under this chapter while criminal proceedings are pending against the holder of the permit for a violation of division (C)(1) of section 2913.46 of the Revised Code. The department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

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

Sawasdee Thai Cuisine, 6064 West Chester Rd. West Chester OH 45069



Sawasdee Thai Cuisine, 6064 West Chester Rd. West Chester OH 45069



AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Business Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
Motion to approve Cooperative Agreement between West Chester Township Board of Trustees and Butler County Engineer’s Office for slip repair of West Chester Road, not to exceed \$40,000; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP 2030)

Background:
<p>West Chester Road is a township-maintained road where a slip is occurring along the embankment of the roadbed. West Chester and the BCEO propose an emergency project to construct a 70 feet pier wall along West Chester Road as recommended by a geotechnical engineering report done by Atlas Technical Consultants. The total project cost was estimated at \$330,609.00.</p> <p>An emergency slip funding application was submitted to the Ohio Public Works Commission (hereinafter referred to as “OPWC”) for four locations in Butler County including the West Chester Road slip.</p> <p>An OPWC emergency grant was awarded for the West Chester Road slip in the amount of \$297,548.00 (90%) to assist with the cost of the project. The local contribution will come from West Chester at 10.0% or \$33,061.00. If the bids received for the slip project are above the estimated project cost of \$330,609.00, the additional project cost will be provided by West Chester (100%).</p> <p>The Community Services Department is requesting the Trustees approve the attached Agreement with BCEO.</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	2030		
	TIF Info:	215 CinDay		
	Purchase Order:	24000108	Total Encumbrance:	\$ 40,000.00

**COOPERATIVE AGREEMENT
West Chester Road Slip Project**

Between West Chester Township, Butler County, Ohio & the Butler County Engineer's Office

West Chester Township, Butler County, Ohio, (herein referred to as "West Chester") and the Butler County Engineer's Office, (hereinafter referred to as "BCEO") enter into a cooperation agreement for the slip repair of West Chester Road located approximately 0.65 miles east of Cincinnati Dayton Road and 0.08 miles west of the Norfolk Southern Railroad.

West Chester Road is a township-maintained road where a slip is occurring along the embankment of the roadbed. West Chester and the BCEO propose an emergency project to construct a 70 foot pier wall along West Chester Road as recommended by a geotechnical engineering report done by Atlas Technical Consultants. The total project cost was estimated at \$330,609.00.

An emergency slip funding application was submitted to the Ohio Public Works Commission (hereinafter referred to as "OPWC") for four locations in Butler County including the West Chester Road slip.

An OPWC emergency grant was awarded for the West Chester Road slip in the amount of \$297,548.00 (90%) to assist with the cost of the project. The local contribution will come from West Chester at 10.0% or \$33,061.00. If the bids received for the slip project are above the estimated project cost of \$330,609.00, the additional project cost will be provided by West Chester (100%).

West Chester authorizes the BCEO to serve as lead applicant and to sign all necessary documents. BCEO agrees to pay the local contribution pursuant to the OPWC grant terms and BCEO will get reimbursed by West Chester.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures as of the day and year first above written.

West Chester Township ("West Chester")

SIGNATURE: _____

PRINTED NAME: Larry D. Burks

TITLE: Township Administrator

DATE: _____

Butler County Engineer's Office ("BCEO")

SIGNATURE: _____

PRINTED NAME: Gregory J. Wilkens, P.E., P.S.

TITLE: Butler County Engineer

DATE:

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Business Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
Motion to approve preliminary legislation between West Chester Township Board of Trustees and Ohio Department of Transportation for proposed decorative fence for the Crescentville Road Overpass Project as an alternate bid item; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

Background:
<p>Community Services has been working with ODOT regarding a decorative fence option for the Crescentville Road Overpass Project which ODOT had slated for 2023. ODOT has decided to cancel the contract due to significant delays incurred. Delays were related to other bridges included in the contract outside of the Township. In an effort to avoid anticipated extra costs associated with work extending over the winter, ODOT has decided to move this work to the 2024 construction season.</p> <p>Part of this process is authorization from the Township through preliminary legislation to participate, and to include the decorative fence as an alternate on the project, and then after the ODOT bid process, agree to go forward with the decorative fence option and pay for the upgrade. As with the previous decorative fence projects the Township has installed, ODOT also requires the Township to take responsibility for the maintenance of the decorative fence.</p>

Finance	Budgeted Item:	N/A; CIP, TIF		
	CIP #:	1746		
	TIF Info:	218		
	Purchase Order:		Total Encumbrance:	\$.00

1/9/2024

PRELIMINARY LEGISLATION
(PARTICIPATORY)

Ordinance/Resolution #: _____

PID No.: 110567

County/Route/Section: D08 Bridge Maintenance FY2024

The following is a/an _____ enacted by West Chester Township of Butler
(Motion/Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the STATE has determined the need for the described project:

District-wide bridge maintenance project.

West Chester Township will participate in the cost to install a decorative vandal protection fence on one side of Bridge HAM-75-17.47 which carries Crescentville Road over I-75. Fence was procured and delivered to ODOT District 8 as part of PID #105478.

NOW THEREFORE, be it ordained by West Chester Township of Butler County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of labor to install the Township's decorative vandal protection fence on one side of Bridge HAM-75-17.47, carrying Crescentville Road over I-75.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION IV Authority to Sign

The LPA hereby authorizes _____ of said _____ to
(Signature authority) (LPA-or its division, department or agency)
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the _____ is also empowered to execute any appropriate documents to
(Signature authority)
affect the assignment of all rights, title, and interests of West Chester Township to ODOT arising from any
(LPA)
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

1/9/2024

PID No.: 110567

SECTION VII-Emergency measure

(as applicable)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Motion/Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

1/9/2024

**CERTIFICATE OF COPY
STATE OF OHIO**

West Chester Township of Butler County, Ohio
(LPA)

I, _____, as Clerk of West Chester Township
(LPA)
of Butler County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Motion/Ordinance/Resolution)

West Chester Township on the _____ day of _____, 2____.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2____.

SEAL

(Clerk)

West Chester Township of Butler County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Emergency Resolution Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Resolution 04-2024 Rescinding and Replacing Resolution 01-2018 Establishing the Rules of Conduct for West Chester Township Trustee Meetings and declaring an emergency and dispensing with the second reading

Background:
Periodically Administration reviews the Rules and Policy for Meeting Procedures. The order of business has changed to reflect Personnel Items to come before Requisitions. In Conduct and Decorum, textual changes were made. If there is an Economic Development topic for Executive Session, language is now reflected in the Rules and Policy for Meeting Procedures.

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

RESOLUTION NO. 04-2024

**Rescinding and Replacing Resolution 01-2018 Establishing the Rules of Conduct
for West Chester Township Trustee Meetings, Declaring an Emergency, and
Dispensing with the Second Reading**

WHEREAS, the West Chester Township Board of Trustees ("Board") wishes to codify rules for conducting its meetings to ensure conformity to Ohio Revised Code Open Meetings Act (§121.22), to ensure Township business is done effectively and efficiently, and to describe the conduct expected from the Board and from persons attending meetings; and

WHEREAS, the Board previously adopted Resolution 01-2018, therein establishing rules of conduct for its meetings; and

WHEREAS, Board of Trustee meetings ("Meetings") are convened regularly for the express purpose of discussing Township business in a public setting (O.R.C. §121.22(b)(2)); and

WHEREAS, the Board wishes to determine its own rules and order of business for Meetings as provided in O.R.C. §504.09; and

WHEREAS, according to the Open Meetings Act, and case law cited therein, the Board need not provide (or prohibit) attendees the right to be heard at meetings, and the Board may place limitations on the time, place, and manner of access to its meetings, as long as the restrictions are content neutral and narrowly tailored to serve a significant governmental interest.

NOW THEREFORE, BE IT RESOLVED, the Board agrees to state and establish the following:

SECTION 1. Resolution 01-2018 is hereby rescinded and replaced by Resolution 04-2024;

SECTION 2. The Board has determined to provide attendees the opportunity to be heard at Meetings, and directs that each Regular Meeting agenda provide two occasions for citizens to comment:

A. First citizen's comments — not to exceed ten (10) minutes

1. A Township resident, Township business owner or Township property owner interested in speaking at the first citizen's comment period must sign in before the Meeting is called to order.

2. No more than five speakers may preregister and the Board will hear no more than five speakers during this time. Speakers will be limited to two minutes each. Comments longer than two minutes will be deferred to the second citizen's comment period.
3. The Presiding Officer of the Board (chair or acting chair) will call registered speakers to the lectern by name; if no one is registered, the Presiding Officer may ask if anyone wishes to speak during this time, and if no one rises, the Meeting will proceed.

B. Second citizen's comments

1. During this time, the Presiding Officer will open the floor to any West Chester resident, business owner, or property owner. Speakers are limited to two minutes each to present or discuss information pertaining to Township business or operations. No speaker will be permitted to address the Board more than once during the second citizen's comment period.

SECTION 3. The Board will make reasonable accommodations to allow comments from persons who are not Township business or property owners, but who have direct interest in a Township business or property (i.e. a manager of a business in the Township).

SECTION 4. Board meetings provide an opportunity for the Board to receive input from Township residents, property owners or business owners. The Board will listen to input, but will not take questions, engage in instant dialogue, or debate. The Board will not respond directly to citizen speakers or answer questions. Questions or comments to which the Board chooses to respond may be answered during the Elected Official comment period of the meeting or at subsequent meetings.

SECTION 5. During any citizen's comment period, the Presiding Officer has the right to interrupt, and Board members have the right to request the Presiding Officer to interrupt, and ask a citizen to be seated if comments are unrelated to Township business or operations, or become disruptive.

SECTION 6. The Board respects the right of citizens to present differing opinions, views, and criticism. Both the Board and persons attending Meetings are expected to conduct themselves in an orderly manner demonstrating the highest levels of decorum, civic responsibility, and efficiency. However, any member of the Board reserves the right and duty to declare disruptive persons as disorderly and, with majority consent, ask that law enforcement escort disorderly persons from the meeting in accordance with O.R.C. §505.09.

SECTION 7. Each person desiring to address the Board shall step up to the lectern, speak into the microphone, state his/her name and address for the record, state the subject he/she wishes to discuss, may state whom he/she is representing if he/she represents an organization or other persons

and, shall limit his/her remarks to two minutes. The Presiding Officer will alert the speaker when their opportunity to speak has elapsed

SECTION 8. All remarks shall be addressed to the Board as a whole and not to any member thereof or to the audience. No question shall be asked of a Board member, the audience, or a member of the Township staff without the permission of the Presiding Officer.

SECTION 9. The Board will not engage in conversation with the audience at any time or attempt to answer questions from the audience while sitting at the dais.

SECTION 10. Persons invited to speak at Meetings are required to do so in an orderly manner and limit their comments to Township business or operations. The use of profane or threatening language or gestures will not be tolerated.

SECTION 11. Generally, no person will be permitted to comment twice on the same topic at the same meeting. Allowances may be made at the discretion and consensus of the Board.

SECTION 12. The Board may receive written comments from the public but are not required to read or comment on such written correspondence.

SECTION 13. Persons attending Meetings may not express themselves in a manner that interrupts the orderly conduct of the meeting, for example, by speaking out without being recognized, yelling, clapping, jeering or cheering.

SECTION 14. Failure to adhere to this policy may result in the Board declaring the citizen or citizens to be disorderly and the person or persons will be escorted from the meeting by a law enforcement officer.

SECTION 15. The rules for Trustee Meetings written here are more fully detailed and explained in Exhibit A, Rules and Policy for West Chester Township Board of Trustee Meeting.

SECTION 16. This Resolution defines the behavior required of all attending a Meeting and shall not be amended unless done so by another Resolution defining such change.

SECTION 17. The attached Policy is a guideline for conducting Board meetings and the decorum expected of both the Board and those attending. Exhibit A attached may be amended as needed to accommodate the different procedures for conducting Meetings.

This Resolution is necessary for the immediate preservation of the public peace, health, safety, or welfare, to avoid the expense, risk, or uncertainty of litigation involving the Ohio Revised Code Open Meetings Act; and shall become effective at the earliest date permitted by law.

Adopted this _____ day of January, 2024.

Lee Wong, Chair Yes/No

Mark Welch, Vice Chair Yes/No

Ann Becker, Trustee Yes/No

ATTEST:

Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

Exhibit A

Rules and Policy for Meeting Procedures

I. PURPOSE

To codify rules for meeting procedures and create a policy for conducting West Chester Township Board of Trustees Meetings in order to ensure conformity to Ohio Revised Code §121.22, the Open Meetings Act, to conduct Township business effectively and efficiently, and to describe the conduct expected from the Board and from persons attending meetings.

II. SCOPE

A. The West Chester Township Board of Trustees (Board) has determined its own rules and order of business.¹ The Board meets regularly to discuss Township business on the second and fourth Tuesday of each month, unless otherwise scheduled due to legal holidays or other reasons. The presiding officer is the Chair of the Board following a

¹ O.R.C. §504.09 Proceedings of township board

standard format as written below. If the Chair is excused from the meeting, the Vice Chair will become the presiding officer (Presiding Officer).

- B. Board of Trustees meetings (Meetings) are convened to conduct Township business in a public setting (O.R.C. §121.22(b)(2)). The Board has determined to provide attendees the right to be heard at its meetings, but has placed limitations on the time, place, and manner of access to its meetings, ensuring the restrictions are content-neutral and narrowly tailored to serve the Township's interest.²
- C. Persons attending Meetings as well as the Board, are expected to conduct themselves in an orderly manner and any member of the Board reserves the right and duty to declare disruptive persons as disorderly and, with majority consent, ask that law enforcement escort disorderly persons from the meeting.³
- D. Each person desiring to address the Board shall step up to the lectern, speak into the microphone, state his/her name and address for the record, state the subject he/she wishes to discuss, may state whom he/she is representing if he/she represents an organization or other persons, and shall limit his/her remarks to two minutes. All remarks shall be addressed to the Board as a whole and not to any member thereof or to the audience. No question shall be asked a Board member or a member of the Township staff without the permission of the Presiding Officer.
- E. Agenda items presented to/by the Board will be brought by motion of a member of the Board and seconded by another member. The Presiding Officer will ask for discussion, after which the Fiscal Officer will call the roll. Either a unanimous or majority vote is necessary for adoption or denial, depending on the type of motion.
- F. The Presiding Officer may, with a majority vote of the Board, suspend the rules and change the order of the agenda.

III. ORDER OF BUSINESS

A. Convene and roll call

1. The Presiding Officer will use the gavel to call the Meeting to order.
2. The Presiding Officer will ask the Fiscal Officer to call the roll by name in the following order: Chair, Vice Chair, Trustee

B. Pledge of Allegiance

1. The Presiding Officer or his/her designee will lead the Pledge of Allegiance.

² The Ohio Open Meetings Act, Chapter 2, Duties of a Public Body (case law)

³ O.R.C. §505.09 Duties of Trustees at elections

C. First citizen's comments⁴ – not to exceed ten minutes

1. A Township resident, Township business owner or Township property owner interested in speaking at the beginning of a Meeting must sign in before the Meeting is called to order.⁵
2. The Board will make reasonable accommodations to allow comments from persons who are not Township business or property owners, but who have direct interest in a Township business (i.e. a manager of a business in the Township).
3. No more than five speakers may preregister and the Board will hear no more than five speakers during this time. Speakers will be limited to two minutes each. Comments longer than two minutes may be deferred to the second citizen's comment period.
4. The Presiding Officer will call registered speakers to the lectern by name; if no one is registered, the Presiding Officer may ask if anyone wishes to speak during this time, and if no one rises, the Meeting will proceed.
5. The Presiding Officer has the right to interrupt, and Board members have the right to request the Presiding Officer to interrupt, and ask a citizen to be seated if comments are unrelated to Township business or operations, or become disruptive.
6. The Board will not respond directly to citizen speakers or answer questions, but will reserve response and/or comments until the elected officials comment period of agenda.

D. Presentations – Township Administrator (Administrator)

1. Presentations will be offered by Administrator, Administrator's designee, or Township guest.
2. All presentations must be pre-approved by the Administrator and will be limited to ten minutes unless given pre-authorization by the Administrator to surpass time limit.
3. Presenters must always address the Board, not the audience.

E. Personnel items – Administrator

1. The Presiding Officer will request the Administrator to introduce personnel items. The Administrator will read all personnel items to the board including the pay rate and effective date of hire.

⁴ Ohio Attorney General Opinion 2007-019

⁵ West Chester Township resolution #1997-23A Public Participation Policy; WCT Resolution #04-2024

2. Personnel items are considered and voted on as a block, unless a trustee asks for one or more items to be read and considered separately.
3. The Presiding Officer will ask for a motion to approve all items as presented, or individually, if requested. Generally, a majority decision is required.
4. Once approved, and if requested, new hires may be introduced to the Board from the audience.

F. Action items – for approval by motion

1. Generally, the first item for action is a motion to approve minutes of prior meetings. A trustee who is absent from a meeting may not vote on that meeting's minutes since the purpose of voting on the minutes is to insure their accuracy.⁶
2. A motion will be made to approve payment of township bills.

G. Requisitions greater than \$7,500.00 – Administrator

1. The Presiding Officer will request the Administrator to introduce requisitions greater than \$7,500.
2. The Administrator will read all requisitions to the Board including the item number, department, dollar amount, and, if necessary, a brief description of the purchase requisition.
3. Requisitions are considered and voted on as a block, unless a trustee asks for one or more items to be read and considered separately.
4. The Presiding Officer will ask for a motion to approve all items as presented, or individually, if requested. A majority decision is required.

H. Business items – Administrator

1. Each business item is considered separately. Generally, a majority decision is required.
2. The Presiding Officer requests the Administrator to introduce business item to the Board, and then requests a motion.
3. Statutory resolutions are brought under this category and are generally effective upon approval of a majority of the Board.
4. Other types of business under this heading include agreements, contracts, volunteer board appointments, requests to advertise, etc.

⁶ OAG Opinion 2007-019

I. First reading of Limited Home Rule resolutions

1. Resolutions brought under Limited Home Rule (LHR) are read on two separate days and become effective either ten days or 30 days after adoption.⁷ A majority of the Board may dispense with the second reading and vote with the first reading.⁸
2. Each resolution is considered separately.
3. The Presiding Officer introduces the resolution number and either reads the title or requests the Administrator to do so.
4. After the First Reading, the Presiding Officer invites the Board to ask Administrator for questions or clarifications.
5. No vote or further action is taken at this time.

J. Reading of emergency resolution

1. The Presiding Officer introduces the resolution number and either reads the title or requests the Administrator to do so.
2. After the Emergency Reading, the Presiding Officer invites the Board to ask Administrator for questions or clarifications.
3. No vote or further action is taken at this time.

K. Second citizen's comments

1. The Presiding Officer opens the floor to any West Chester resident, business owner, or property owner. Speakers are limited to two minutes to present or discuss information pertaining to Township business or operations.
2. The Presiding Officer has the right to interrupt, and Board members have the right to request the Presiding Officer to interrupt, and ask a citizen to be seated if comments are unrelated to Township business or operations or become disruptive.
3. The Board will not respond to citizen's comments or questions at this time, but must reserve response and/or comments until the elected official comment period of agenda.

L. Second reading and vote on pending resolution

⁷ O.R.C. §504.11(A) and §504.11 (B) – moved up a page

⁸ O.R.C. §504.10 Form and reading of resolutions; Frost Brown Todd Opinion 07.15.2020 Township Resolution Requirements

1. The Administrator states the resolution number and reads the title of the resolution for the Board.
2. Roll call vote is taken and a majority decision is required; non-emergency resolutions appropriating money or submitting a question to the electorate become effective in ten days unless another date is specified; other non-emergency resolutions become effective in 30 days.⁹

M. Vote on emergency resolution

1. Emergency resolutions are effective upon passage if the vote is unanimous, even if one trustee is unavoidably absent. If the vote is not unanimous, but a majority vote approval, the resolution will pass as a nonemergency resolution, and if approved, become effective 30 days after filed with the Fiscal Officer.
2. The Presiding Officer will read the resolution number and entertain a motion to declare the resolution an emergency and dispense with a second reading.
3. If motion is approved, the Presiding Officer will entertain a motion to approve the Emergency Resolution by its number and title.

N. Discussion items

1. The Presiding Officer will ask the Administrator to present any discussion items.
2. If action is necessary on any discussion item, the Board and/or Administrator will request a motion which will be captured and recorded in the meeting minutes for appropriate action.

O. Elected official comments

1. The Presiding Officer will invite the Fiscal Officer and Board members to share any comments.
2. No member may speak twice to the same issue until other members wishing to speak have spoken to it once.
3. All remarks must be directed to the Presiding Officer and must be courteous in language and deportment – personalities must be avoided, others should not be alluded to by name or to motives.¹⁰
4. If action is necessary on any comment item, the Board and/or Administrator will request a motion which will be captured and recorded in the meeting minutes for appropriate action.

⁹ O.R.C. §504.11 Voting on resolutions

¹⁰ Robert's Rules of Order for fair and orderly meetings

P. Adjourn the meeting¹¹

1. When the Township business in the agenda is completed, the Presiding Officer may ask whether there's any more business; if no one speaks, and no business is pending, the Presiding Officer may declare the meeting adjourned.
2. If business is still pending, a motion to adjourn is required, must be seconded, and a majority is necessary to adjourn.
3. The Presiding Officer will use the gavel to signify meeting is adjourned.

Q. Adjourn to executive session

1. Trustee agendas always provide a placeholder for an executive session.
2. If an executive session is announced, the session must always begin and end in an open meeting. There must be a proper motion to adjourn the regular (or special) meeting to enter executive session, approved by a majority, using a roll call vote.¹²
3. The motion will specifically identify which one or more of the approved matters will be discussed pursuant to ORC §121.22.
4. If the executive session is related to economic development or other topics covered by ORC §121.22(G)(8), there will first need to be a roll call vote to determine that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project and that the criteria specified in 121.22(G)(8)(a) and (b) apply, and the vote will need to be unanimous.

R. Return from executive session

1. When the Board returns from executive session, the Presiding Officer will announce the Board is back in session and ask for a motion to return from executive session; then a motion to reconvene the Meeting; and then a motion to act on the item(s) discussed in executive session, if applicable.
2. If Township business is completed as documented in the agenda, the Presiding Officer will adjourn the regular meeting,

S. Public Hearing – zoning cases

1. Zoning cases are heard immediately after the conclusion of the regularly scheduled Meetings.

¹¹ Robert's Rules of Order for adjourning a meeting

¹² Appendix A – Open Meetings Act ORC 121.22(G)

2. The Presiding Officer will open the public hearing, state the case number and staff will present the case.
3. Anyone speaking to the Board, including opponents, proponents or speakers neutral to the case will observe all rules specified for citizen's comments regarding decorum.
4. The Presiding Officer will ask staff to give the first reading of the resolution, after which the Presiding Officer will declare the public hearing closed.
5. The second reading and vote on the resolution are agenda items at the next regularly scheduled Meeting.

IV. CONDUCT AND DECORUM

- A. The Board intends their proceedings will demonstrate the highest levels of decorum, civic responsibility, and efficiency.
- B. The Board will not engage in conversation with the audience at any time or attempt to answer questions from the audience while sitting at the dais.
- C. Board members will not interrupt or detract from the Chair of the Board's ability to manage and run the meeting; and trustees will refrain from attempting to run the meeting from a side chair.
- D. The Board respects the right of citizens to present differing opinions, views, and criticism.
- E. Persons invited to speak at Meetings are required to do so in an orderly manner and limit their comments to Township business or operations.
- F. Persons attending Meetings may not express themselves in a manner that interrupts the orderly conduct of the meeting, for example by speaking out without being recognized, yelling, clapping, jeering or cheering.
- G. Failure to adhere to this policy may result in the Board declaring the citizen or citizens to be disorderly and the person or persons will be escorted from the meeting by a law enforcement officer.

V. CITIZEN PARTICIPATION

- A. The Board provides for, encourages and assists the participation of the public.
- B. The agenda sets aside two periods of time for Township residents, property owners or business owners to address the Board subject to the following guidelines:
 1. The first citizen's comment period is immediately following the Pledge of Allegiance. For this period speakers must sign the sheet provided prior to the

meeting, will be recognized by name, and may speak for only two minutes each. A maximum of five speakers may use this time for a total of ten minutes.

2. The second citizen's comment period follows the first or emergency reading of resolutions. The Presiding Officer will invite those wishing to speak who are residents, property owners or business owners to raise their hand and those persons will be recognized. Speakers are limited to two minutes to provide comment or opinion on Township business or operations; however, speakers may request additional time and it is within the Board's discretion to permit the person to comment longer.
3. Recognized speakers are required to speak into the microphone at the podium and give their name and address and state their topic. Speakers may only address the Board. No conversations may be carried on between the speaker and individual citizens in attendance or with individual Board members.
4. An orderly presentation is expected by all participants. The use of profane or threatening language or gestures will not be tolerated.
5. The Presiding Officer will alert the speaker when their opportunity to speak has elapsed.
6. Generally, no person will be permitted to comment twice on the same topic at the same meeting. Allowances may be made at the discretion and consensus of the Board.
7. Persons with other views on the same subject may be given equal time for response; however, the Presiding Officer may terminate continued discussion at any point in the discussion.
8. A public meeting is an opportunity for the Board to receive input from Township residents, property owners or business owners. The Board may, with unanimous Board consent, receive comments from those with business interests within the community but who are not residents, property or business owners.
9. The Board will listen to input, but will not take questions, engage in instant dialogue, or debate. Questions or comments to which the Board chooses to respond may be answered during the elected official comment period of the meeting or at subsequent meetings.
10. The Board may receive written comments from the public but are not required to read or comment on such written correspondence.

**West Chester Township
Trustees Meeting Agenda
(Date)**

Trustees

(Name), Chair
(Name), Vice Chair
(Name), Trustee

Fiscal Officer

(Name)

Administrator

(Name)

5:00 P.M.

Work Session (if any)

Executive Session (if applicable)

Property, personnel & pending litigation with Legal Counsel

Roll Call Vote for Economic Development-related Executive Session (if applicable)

6:00 P.M.

Regular Meeting

Presiding
Officer

- Convene
- Roll Call
- Pledge

Citizen's Comments

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

Administrator

Presentations (if any)

Administrator

Personnel Items

Dept.
rate of \$0.00

Hire XX to the position of (XX) effective XX, 20XX at the bi-weekly

Chair

Action Items — For approval by motion

Motion to approve Trustees Meeting Minutes — (Date)

Motion to approve payment of bills

Administrator

Requisitions — Greater than \$7,500.00

Dept.

\$ Amount Vendor — Description of purchase

Administrator

Business Items

Dept. Motion to approve ...

**First Reading of Resolutions
& Reading of Emergency Resolutions (if any)**

1st Reading Resolution # and Title
* Emergency Resolution # and Title

Second Citizen's Comments

**Second Reading & Vote on Pending Resolutions
& Vote on Emergency Resolutions (if any)**

2nd Reading Resolution # and Title
* Vote on Emergency Resolution

Discussion Items & Elected Officials' Comments

Administrator Topic

Adjourn

Public Hearing (if any)

(Commences after completion of the regular meeting)
Title and case #

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
January 9, 2024	Emergency Resolution Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Resolution 05-2024 Affirming The December 5, 2023 imposition of 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

Background:
<p>On November 7, 2023, Ohio voters approved State Issue 2 allowing for the cultivation, processing, and retail sale of adult use cannabis.</p> <p>As with any new law, there remains substantial questions as to the functionality of the new statutes. On December 5, 2023 West Chester passed Resolution 51-2023 imposing a 360 day moratorium on this new use so it can properly vet and analyze the new law once is it fully understood and implemented.</p> <p>This moratorium is not an attempt to thwart the will of the voters. It is simply a chance to properly understand the details and intricacies of this new law so that West Chester does not serve as a test case for the law’s implementation.</p> <p>Resolution 05-2024 affirms the enactment of the 360 day moratorium as set forth in Resolution 51-2023, effective as of December 5, 2023.</p>

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

RESOLUTION NO. 05-2024

Resolution Affirming The December 5, 2023, Imposition Of 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

WHEREAS, Issue 2, now Chapter 3780 of the Ohio Revised Code, passed by a majority of Ohio voters and became effective December 7, 2023; and

WHEREAS, new Chapter 3780 of the Ohio Revised Code establishes a Division of Cannabis Control within the Department of Commerce, which shall provide for the licensure of "adult use" cannabis cultivators and processors, cannabis testing laboratories, and "adult use" dispensaries; and

WHEREAS, for the purposes of this Resolution, the definitions of "cultivators," "processors," and "adult use dispensaries" are given the same definitions as those found in Chapter 3780 of the Ohio Revised Code, which Chapter becomes effective December 7, 2023; and

WHEREAS, Section 3780.25 of the Ohio Revised Code authorizes a township board of trustees to adopt a resolution limiting the number of, or entirely prohibiting, cultivators, processors, or "adult use" dispensaries licensed under Ohio Revised Code Chapter 3780 within the unincorporated territory of the township; and

WHEREAS, the West Chester Township Board of Trustees seeks time to study whether to limit or entirely prohibit the cultivation, processing and/or dispensing of "adult use" cannabis; or, alternatively, to develop and implement regulations regarding the possible location and operation of cannabis-related businesses within West Chester Township, including cannabis-related cultivators, processors, and adult use dispensaries; and

WHEREAS, Township staff require additional time to review and make recommendations on zoning, prohibition and/or limitations of cannabis operators so that any necessary regulations conform to goals of the West Chester Township Board of Trustees and help ensure the public peace, health, safety, and welfare of its citizens; and

WHEREAS, a moratorium of three hundred and sixty (360) days on the authorization or establishment of any cannabis-related businesses in West Chester Township will allow the Board of Trustees and Township staff time to accomplish the Township's goals and help ensure the public peace, health, safety, and welfare of its citizens; and

WHEREAS, the West Chester Township Board of Trustees passed Resolution No. 51-2023 enacting this moratorium on December 5, 2023; and

WHEREAS, prior to the West Chester Township Board of Trustees' December 5, 2023 roll call vote on Resolution No. 51-2023, the wrong resolution number was announced; and

WHEREAS, the West Chester Township Board of Trustees desires to affirm the enactment of the 360-day moratorium as set forth in Resolution No. 51-2023, effective as of December 5, 2023.

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

SECTION 1. Effective December 5, 2023, pursuant to Resolution No. 51-2023, and pursuant to its powers under Ohio Revised Code Section 3780.25, and Ohio Revised Code Chapter 504, the West Chester Township Board of Trustees hereby establishes a moratorium of three hundred and sixty (360) days with respect to the authorization or establishment of any cannabis-related businesses within West Chester Township, including but not limited to cannabis-related cultivators, processors, or adult use dispensaries.

SECTION 2. For the duration of this moratorium, Township staff are prohibited from issuing or processing any permits or approvals for any cannabis-related businesses such as cannabis-related cultivators, processors, or adult use dispensaries within West Chester Township.

SECTION 3. The Board of Trustees directs the Township staff and the Law Director to investigate and review the implementation of Chapter 3780 of the Ohio Revised; Township staff will then make a recommendation to the Board of Trustees with respect to regulations regarding the cultivation, processing, and adult use dispensing of cannabis.

SECTION 4. It is found and determined that all formal actions of the Board of Trustees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board of Trustees and of any of its committees that resulted in formal action were in meetings open to the public in compliance with all legal requirements, including 121.22 of the Ohio Revised Code.

SECTION 5. This resolution constitutes an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that the Board desires to prevent the proliferation of cannabis-related businesses within the unincorporated territory of the Township until the effect of this business enterprise on West Chester Township is reviewed, and for these reasons, this resolution affirms that Resolution No. 51-2023 became effective on December 5, 2023.

BE IT FURTHER RESOLVED that this Board upon majority vote does hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this resolution on its first reading.

Adopted this _____ day of _____, 2024.

Lee Wong, Chair Yes/No

ATTEST:

Mark Welch, Vice
Chair Yes/No

Bruce Jones, Fiscal
Officer

Ann Becker, Trustee Yes/No

APPROVED AS TO FORM:

Scott D. Phillips, Law
Director

DRAFT

AGENDA ITEM COVER SHEET



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

Motion:
Resolution 59-2023 approving a Major Change for Case # MC 08-23 Fields at Liberty Way; Phase 3 (To be read at public hearing)

Background:
<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>

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

RESOLUTION NO. 59-2023

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 Plan (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.

Ann Becker

Yes/No

Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, 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.

A Final Development Plan (17-23) was approved on November 20, 2017 for a five-story, 103,711 square foot, 136 room hotel on approximately 4.06 acres.

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

	<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:

Lot 1 - Fuel Service/ Drive-thru Restaurant uses	4,200 sf/ 2,400 sf
Lot 2 - Car Wash use	11,000 sf
Lot 3 - Pet Resort	21,000 sf
Lot 4 - Veterinarian office	11,000 sf
<i>Lot 1 parking</i>	
<i>37 parking spaces & 10 stacking spaces provided</i>	<i>30 parking spaces & 6 stacking spaces required (1/ 300 & 1/150 parking spaces)</i>
<i>Lot 2 parking</i>	
<i>8 parking spaces, 24 ingress & 12 egress stacking spaces provided</i>	<i>30 stacking spaces at ingress & 12 stacking spaces at egress</i>
<i>Lot 3 parking</i>	
<i>51 parking spaces provided</i>	<i>53 parking space required (1/ 400 parking spaces)</i>
<i>Lot 4 parking</i>	
<i>52 parking spaces provided</i>	<i>28 parking spaces required (1/400 parking spaces)</i>
Open Space	
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 14th and the Township Zoning Commission held a public hearing on November 20th and given all considerations in regard to the existing conditions; the proposed use in relation to the surrounding character; and the overall general welfare of the County and Township, 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
Address/City/ST/Zip Phone Number

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>
-----------------------	--	----------------------

LIBERTY WAY INNKEEPERS LLC, 4404 BUCKEYE LN STE 220, KETTERING OH 45440	M5610020000154	
---	----------------	--

HH LIBERTY WAY LLC, 1011 BROOKSIDE RD STE 260, ALLENTOWN PA 18106	M5610015000022,	
---	-----------------	--

CABLING SPECIALISTS INC, 7305 COX RD, WEST CHESTER OH 45069	M5620362000008	
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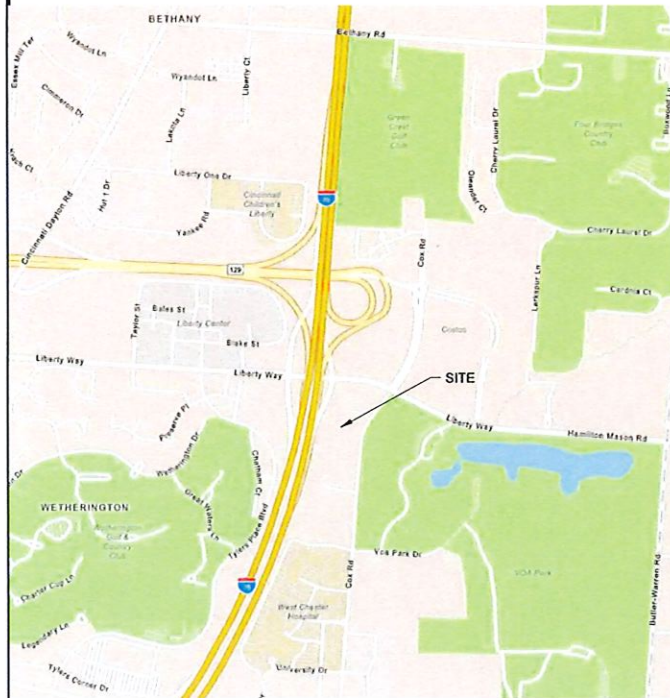
BEACON POINT LLC, 11129 KENWOOD RD, CINCINNATI OH 45242	M5620362000001	
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ANIARA REALTY LLC, 7768 SERVICE CENTER DR, WEST CHESTER OH 45069	M5620362000007	
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BUTLER CO PARK DISTRICT, 2051 TIMBERMAN RD, 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

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consultants

engineers
architects
planners

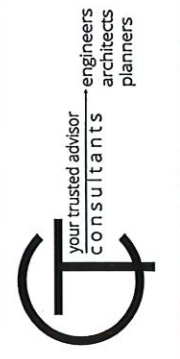
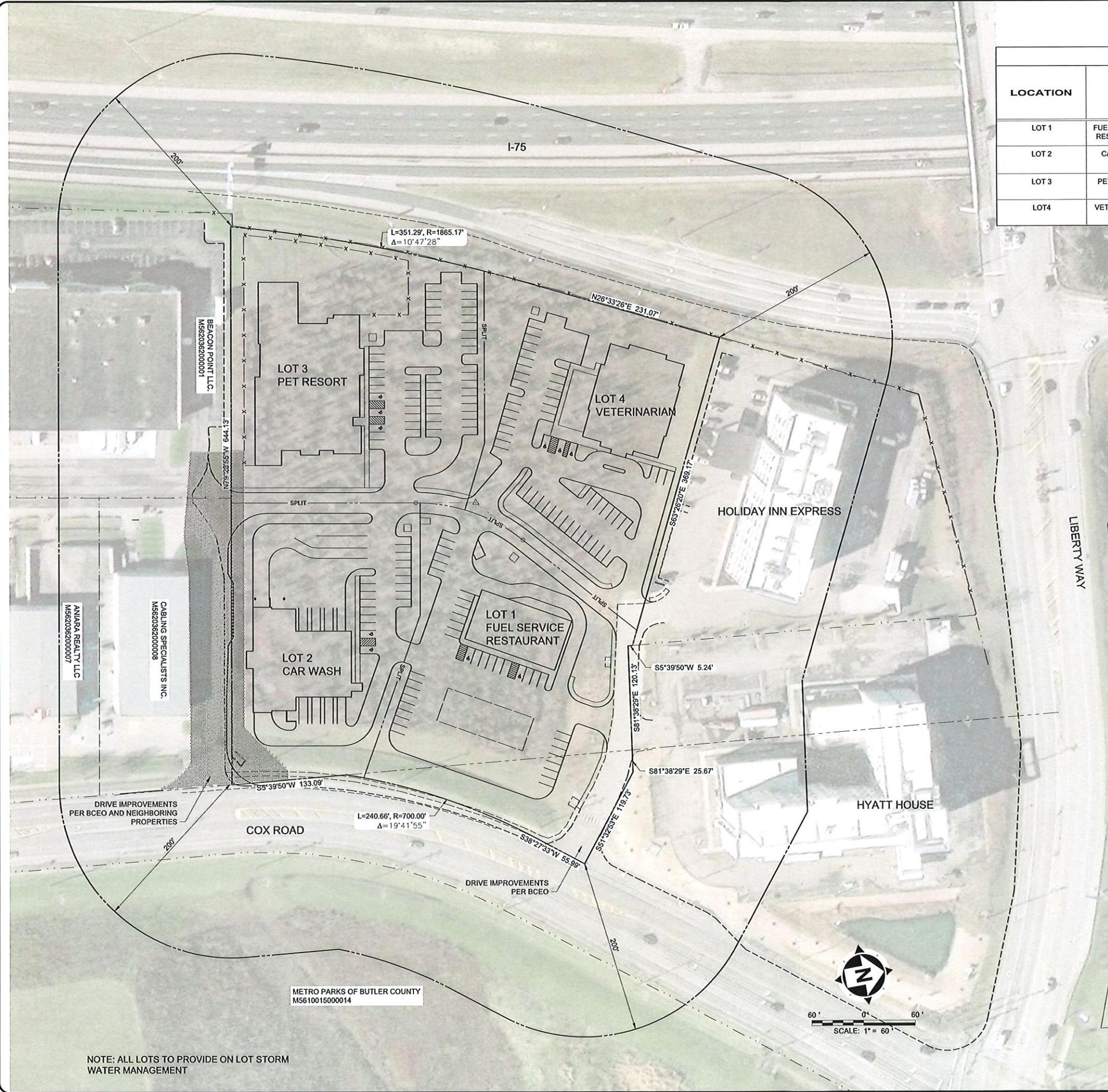
ISSUED FOR:	PUD REVIEW	NO	REVISION	DATE
ISSUE DATE:	10/10/23			
SCALE:	AS SHOWN			
DESIGNED BY:	MLAC			
DRAWN BY:	MLAC			
CHECKED BY:	MLAC			

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	OF
1	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%)



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

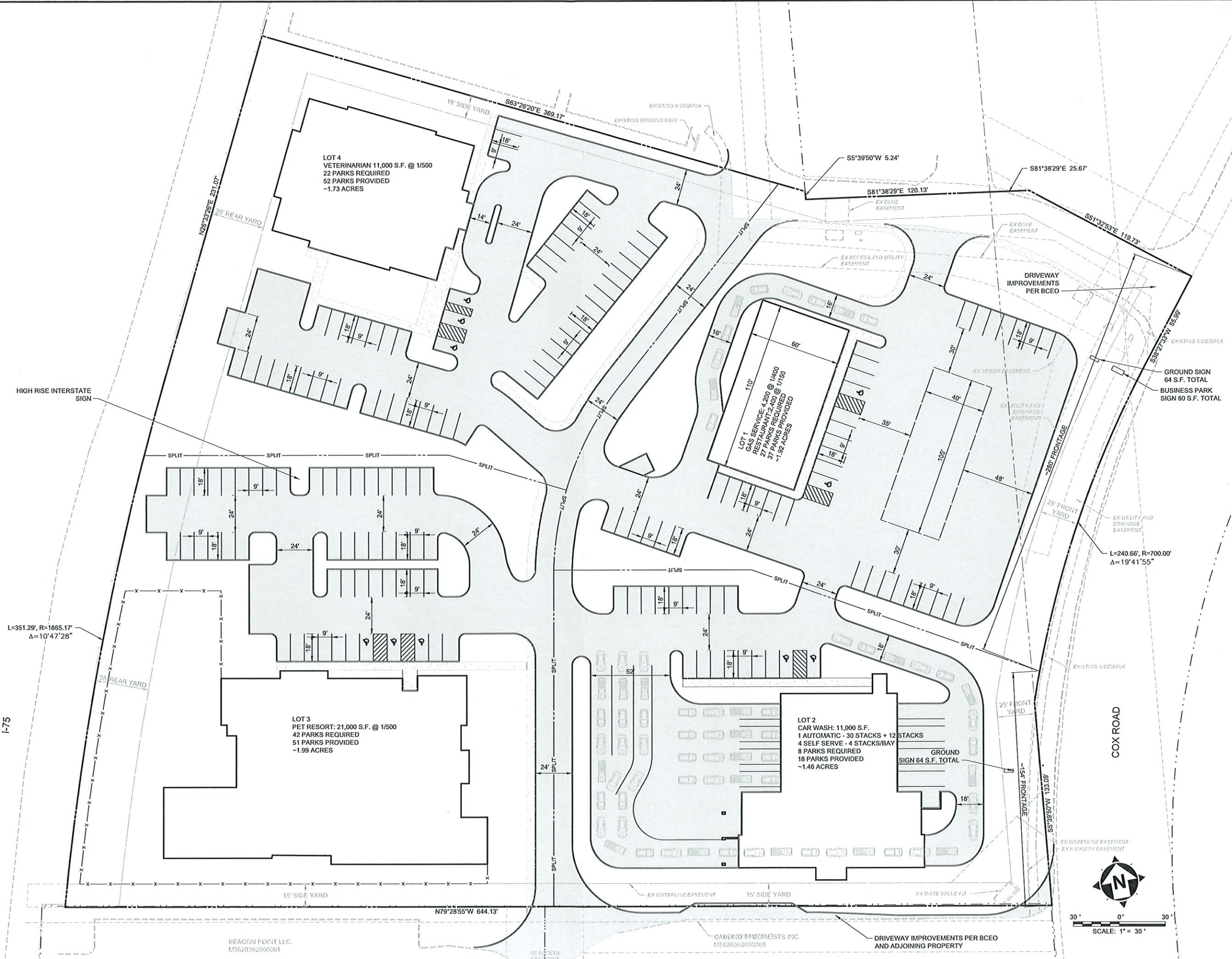
OVERALL LAYOUT

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

BEACON POINT LLC.
M5620362000001

CANNING SPECIALISTS INC.
M5620362000003

DRIVEWAY IMPROVEMENTS PER BCEO
AND ADJOINING PROPERTY



SCALE: 1" = 30'

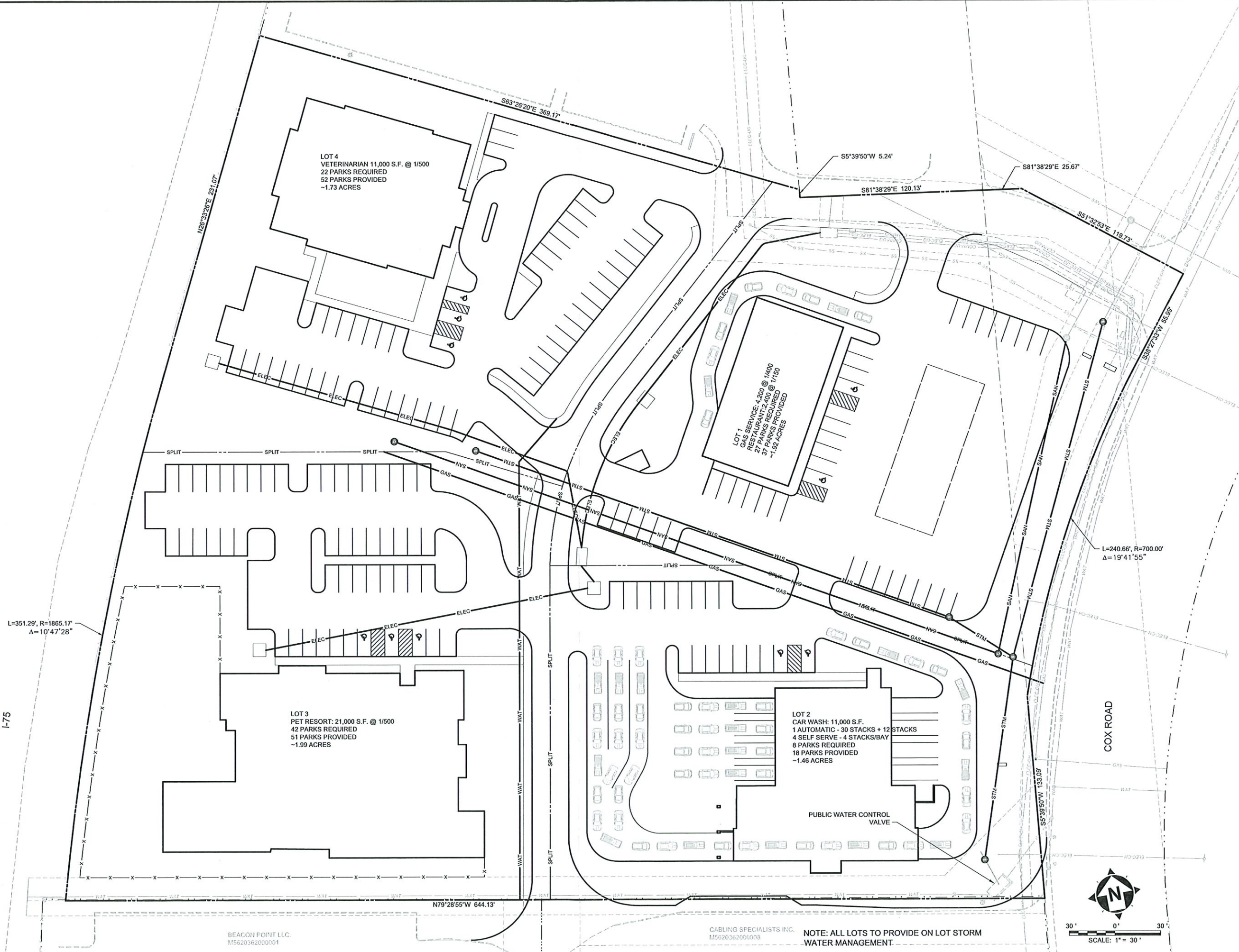
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architects
planners

ISSUED FOR:	PUB REVIEW	NO	REVISION	DATE
10/10/23	AS SHOWN			
SCALE:	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'
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 3,400 @ 1,190
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

COX ROAD



SCALE: 1" = 30'

BEACON POINT LLC
M5620362000001

CABLING SPECIALISTS INC.
M5620362000003

NOTE: ALL LOTS TO PROVIDE ON LOT STORM WATER MANAGEMENT

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architects
planners

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

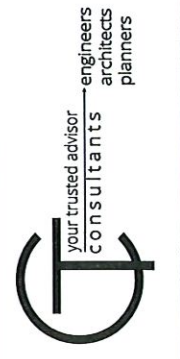
S5°39'50"W 135.09'



SCALE: 1" = 30'

BEACON POINT LLC.
M5620362000001

CABLING SPECIALISTS INC.
M5620362000006



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