

# West Chester

— OHIO —

## Trustees Meeting Agenda March 12, 2024

### Trustees

Lee Wong, Chair  
Mark S. Welch  
Ann Becker

### Fiscal Officer

Bruce Jones  
Administrator  
Larry D. Burks

4:45 P.M.

### Fire Dependents Board Meeting

5:00 P.M.

### Regular Meeting

Mr. Wong

- Convene
- Roll Call
- Pledge

### Executive Session

### Citizen's Comments

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

Mr. Wong

### Presentations

1. Joe Hinson, President & CEO, West Chester Liberty Chamber Alliance - Chamber update

Mr. Burks

### Personnel Items

None

Mr. Wong

### Action Items - For approval by motion

2. Motion to approve payment of bills - February 19, 2024, through March 1, 2024
3. Motion to approve Trustee Meeting Minutes - February 27, 2024

Mr. Burks

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

4. Adm                   \$ 46,155.22   Frost Brown Todd LLC - Legal Services through January 31, 2024 (various departments)
5. CIT                   \$ 72,302.46   Dell Marketing LP - Renew annual Microsoft Enterprise Agreement
6. Fire                 \$ 186,714.00   Fire Safety Services, Inc. - Purchase 46 sets of turnout gear (CIP# 1634)
7. Fire                 \$ 21,004.56   Motorola Solutions, Inc. - Purchase four APX 4500 Mobile radios (CIP# 1947)

March 12, 2024

- |     |          |               |                                                                                                            |
|-----|----------|---------------|------------------------------------------------------------------------------------------------------------|
| 8.  | Services | \$ 227,828.00 | MC Equipment LLC – Purchase and install snow removal equipment for salt trucks (CIP# 1749)                 |
| 9.  | Services | \$ 62,100.00  | Precision Mulching, Inc. – Purchase and install mulch for various township landscape areas and roundabouts |
| 10. | Services | \$ 59,696.70  | Smith Garage Equipment – Purchase tire changer and balancer (CIP# 1938)                                    |
| 11. | Services | \$ 43,945.00  | Green Climber of North America, Inc. – Purchase Slope Mower (CIP# 1916)                                    |
| 12. | Services | \$ 17,360.76  | Butler County Engineer’s Office – Reimburse 2023 costs for traffic signal mast arms                        |

**Mr. Burks**

**Business Items**

- |     |      |                                                                                                                                                                                                                                |  |
|-----|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 13. | Adm  | Motion to approve 2024 Gold Sustaining Sponsorship of \$10,000.00 to the West Chester Liberty Chamber Alliance; and, authorize Township Administrator to sign Memorandum of Understanding setting the terms for the investment |  |
| 14. | Fire | Motion to request to advertise Request for Proposals seeking vendors to process Fire Department Emergency Medical Service Billing and Accounts Receivable                                                                      |  |

**Resolutions**

- |     |             |                                                                                                                              |  |
|-----|-------------|------------------------------------------------------------------------------------------------------------------------------|--|
| 15. | 1st Reading | Resolution 17-2024 approving Major Change for Case # MC 01-24 Keefe, Tract 1; Floor and Décor (To be read at public hearing) |  |
|-----|-------------|------------------------------------------------------------------------------------------------------------------------------|--|

**Citizen’s Comments**

**Discussion Items & Elected Official Comments**

**Adjourn**

**Public Hearing**

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Presentation Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Joe Hinson, President & CEO, West Chester Liberty Chamber Alliance - Chamber update

<b>Background:</b>

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve payment of bills - February 19, 2024, through March 1, 2024

<b>Background:</b>

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

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1637	02/20/2024	MANUAL	000319 Home Depot	44.04			
	INVOICE NO		ACCOUNT		AMOUNT		
	3011146		1010-AD-AD00-53530-000000-		44.04		
1638	02/20/2024	MANUAL	000319 Home Depot	31.31			
	3011143		1010-SV-SV99-54010-000000-		31.31		
1639	02/20/2024	MANUAL	000319 Home Depot	613.97			
	2023362		2010-RD-RD00-54550-000000-		613.97		
1640	02/21/2024	MANUAL	000319 Home Depot	27.97			
	6699578		2090-PD-PD00-54010-000000-		27.97		
1641	02/21/2024	MANUAL	000319 Home Depot	22.97			
	6676845		2090-PD-PD00-54010-000000-		22.97		
1642	02/21/2024	MANUAL	000319 Home Depot	64.97			
	6902065		2090-PD-PD00-54010-000000-		64.97		
1643	02/22/2024	MANUAL	004247 Ohio Business Gateway	1,168.21			
	Jan 2024 Local-Monro		1010-00-0000-23030-000000-000000		1,168.21		
1644	02/22/2024	MANUAL	000319 Home Depot	47.63			
	3202934		2090-PD-PD00-54550-000000-		47.63		
167870	02/23/2024	PRINTED	000615 Altafiber	126.88			
	682-2529 Feb 24		2100-FD-FD00-55010-000000-		126.88		
167871	02/23/2024	PRINTED	003066 Alumitank Inc	1,163.90			
	S-INV034921		2010-RD-RD00-53510-000000-		1,163.90		
167872	02/23/2024	PRINTED	002034 American Public Works Ass	1,252.00			
	000637142		1010-PK-PK00-53170-000000-		208.67		
	000637142		1010-SV-SV00-53170-000000-		417.32		
	000637142		2010-RD-RD00-53170-000000-		626.01		
167873	02/23/2024	PRINTED	004003 Butler County Engineer's	462.85			
	S-6620		2110-EM-EM00-57050-000000-		462.85		
167874	02/23/2024	PRINTED	004008 Butler County Water & Sew	224.87			
	2000564 Feb 24		1010-AD-AD00-55030-000000-		23.07		
	2000564 Feb 24		2050-CE-CE00-55030-000000-		7.69		
	2000564 Feb 24		2070-PI-PI00-55030-000000-		3.01		
	2000564 Feb 24		2090-DS-DS00-55030-000000-		10.54		
	2000564 Feb 24		2100-DS-DS00-55030-000000-		10.54		
	2000564 Feb 24		2100-FD-FD00-55030-000000-		112.37		
	2000563 Feb 24		1010-AD-AD00-55030-000000-		50.73		
	2000563 Feb 24		2070-PI-PI00-55030-000000-		6.92		
167875	02/23/2024	PRINTED	004042 Butler Tech & Career Dev	12,325.00			

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	175508A		2100-FD-FD00-53410-000000-		12,325.00		
167876	02/23/2024	PRINTED	001334 Duke Energy	6,529.78			
	INVOICE NO		ACCOUNT		AMOUNT		
	910117632260	Feb 24	2100-FD-FD00-55040-000000-		1,922.24		
	910127970038	Feb 24	1010-PK-PK14-55040-000000-		49.18		
	910119040434	Feb 24	2100-FD-FD00-55040-000000-		2,673.14		
	910119396140	Feb 24	2100-FD-FD00-55040-000000-		1,885.22		
167877	02/23/2024	PRINTED	004199 Eileen Clines Clines 02/16/24	151.93	151.93		
167878	02/23/2024	PRINTED	004250 Felicia L. Bousquet Bousquet022124	700.00	700.00		
167879	02/23/2024	PRINTED	004249 Jerrod Gauer Gauer 02/12/24	263.43	263.43		
167880	02/23/2024	PRINTED	000585 Grainger Inc. 9015392021	80.28	80.28		
167881	02/23/2024	PRINTED	000753 Great American Financial 02/23/24	495.00	495.00		
167882	02/23/2024	PRINTED	002813 Great Lakes Publishing Co 222286	3,535.00	3,535.00		
167883	02/23/2024	PRINTED	004050 Kellie Byrd Byrd 02/20/24	100.96	100.96		
167884	02/23/2024	PRINTED	003511 Kendall Electric Inc S113746319.001	765.60	765.60		
167885	02/23/2024	PRINTED	003474 Law Enforcement Risk Mana 240048	350.00	350.00		
167886	02/23/2024	PRINTED	002967 Michael S. Lyons 01-2024	525.00	525.00		
167887	02/23/2024	PRINTED	001256 National Tactical officer 9831	482.00	482.00		
167888	02/23/2024	PRINTED	004184 Ohio Child Support Paymen 02/23/24	2,754.10	2,754.10		
167889	02/23/2024	PRINTED	000465 Ohio Fire Chiefs Associat 32139	1,900.00	1,900.00		
167890	02/23/2024	PRINTED	000755 Ohio Public Employees Def oh Dfrd 02/23/24	25,639.77	25,639.77		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167891	02/23/2024	PRINTED	003311 Aegean, LLC	425.00			
		INVOICE NO	ACCOUNT		AMOUNT		
		3051	2250-PD-PD00-53410-000000-		425.00		
167892	02/23/2024	PRINTED	004233 Ronnie Price Upholstery & 1385 1010-PK-PK00-53510-000000-	400.00	400.00		
167893	02/23/2024	PRINTED	001329 Security Benefit Group 611021 02/23/24 1010-00-0000-22520-000000-000000	8,470.00	8,470.00		
167894	02/23/2024	PRINTED	004060 Tina Stanley Stanley 02/20/24 2100-FD-FD00-53410-000000-	231.69	231.69		
167895	02/23/2024	PRINTED	000607 Treasurer of State of Ohi 11734 2180-00-0000-57010-000000-	31,340.00	31,340.00		
167896	02/23/2024	PRINTED	003759 Unifirst Corporation 1340273965 1010-PK-PK00-54550-000000- 1340273965 1010-PK-PK00-54720-000000- 1340273965 1010-SV-SV00-54720-000000- 1340273965 2010-RD-RD00-54550-000000- 1340273965 2010-RD-RD00-54720-000000- 1340273965 2050-CE-CE00-54720-000000-	296.80	34.15 23.16 31.16 16.76 176.39 15.18		
401266	02/23/2024	EFT	001532 A-Plus Concrete & Excavat 11363 1010-PK-PK04-53530-000000- 11372 2050-CE-CE00-54550-000000- 11371 1010-PK-PK04-53530-000000-	772.00	210.00 58.00 504.00		
401267	02/23/2024	EFT	003818 Aardvark PIN17678 2090-PD-PD00-57050-000000-	12,752.00	12,752.00		
401268	02/23/2024	EFT	000008 Ace Hardware W.C. Inc. 35825/1 1010-SV-SV00-54550-000000- 35824/1 2010-RD-RD00-53510-000000-	80.95	54.99 25.96		
401269	02/23/2024	EFT	000012 ADP Inc. 654100810 1010-AD-AD00-53190-000000- 654100810 1010-CD-CD00-53190-000000- 654100810 1010-AD-AD02-53190-000000- 654100810 1010-PK-PK00-53190-000000- 654100810 1010-AD-AD03-53190-000000- 654100810 1010-SV-SV00-53190-000000- 654100810 2040-RD-RD00-53190-000000- 654100810 2050-CE-CE00-53190-000000- 654100810 2070-PI-PI00-53190-000000- 654100810 2090-DS-DS00-53190-000000- 654100810 2090-PD-PD00-53190-000000- 654100810 2100-FD-FD00-53190-000000-	2,769.40	151.06 86.32 21.58 14.39 7.19 50.35 244.57 14.39 43.16 64.18 1,086.18 935.68		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	654100810		2110-EM-EM00-53190-000000-		43.16		
	INVOICE NO		ACCOUNT	AMOUNT			
	654100810		5080-RD-RD00-53190-000000-		7.19		
401270	02/23/2024	EFT	002422 AFSCME Ohio Council 8, Lo	470.05			
	02/23/24	Union Dues	1010-00-0000-22510-000000-000000		470.05		
401271	02/23/2024	EFT	003347 Robert A. Allen	1,000.00			
	038		2070-PI-PI00-53190-000000-		1,000.00		
401272	02/23/2024	EFT	003174 Amazon Fullfillment Servi	3,199.17			
	1TYK-31Y6-79QM		2070-PI-PI00-56030-000000-		70.83		
	1LDD-LLJ-JYWP		1010-CD-CD00-54510-000000-		60.76		
	1T9C-6LH4-DQ4G		2090-PD-PD00-54550-000000-		571.38		
	17LV-NR1Y-R6JD		2090-PD-PD00-54510-000000-		64.79		
	1J36-C1P9-93XX		2100-FD-FD00-54550-000000-		96.25		
	113D-FWC6-7NWQ		2010-RD-RD00-53510-000000-		2,185.92		
	1J36-C1P9-WM7L		1010-SV-SV00-54010-000000-		89.54		
	1VGK-1J3J-693L		1010-SV-SV00-54510-000000-		59.70		
401273	02/23/2024	EFT	002488 Autozone Stores LLC	523.98			
	4544179744		2100-FD-FD00-53510-000000-		523.98		
401274	02/23/2024	EFT	000126 Bound Tree Medical LLC.	1,521.80			
	85241812		2100-FD-FD00-54550-000000-		1,521.80		
401275	02/23/2024	EFT	003464 Chemstation International	867.60			
	50027822		2090-PD-PD00-54550-000000-		867.60		
401276	02/23/2024	EFT	000873 David Hirschberg Company,	870.00			
	32356		2750-AD-AD00-57040-ARPA21-		870.00		
401277	02/23/2024	EFT	004214 DeBra-Kuempel Inc	3,668.00			
	01431708		1010-AD-AD00-53530-000000-		3,668.00		
401278	02/23/2024	EFT	000218 Dell Marketing L.P.	2,399.99			
	10732100778		2090-PD-PD00-54810-000000-		2,399.99		
401279	02/23/2024	EFT	004227 Empower Retirement LLC	1,570.00			
	02/23/24		1010-00-0000-22520-000000-000000		1,570.00		
401280	02/23/2024	EFT	001179 ESRI Inc.	20,980.00			
	94655717		1010-AD-AD00-54830-000000-		600.00		
	94655717		1010-CD-CD00-54830-000000-		3,500.00		
	94655717		2010-RD-RD00-54830-000000-		1,000.00		
	94655717		2090-PD-PD00-54830-000000-		7,940.00		
	94655717		2100-FD-FD00-54830-000000-		7,940.00		
401281	02/23/2024	EFT	002825 First Choice Coffee Servi	669.13			
	356189		2100-FD-FD00-54530-000000-		294.93		



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	359576		2100-FD-FD00-54530-000000-		294.93		
	INVOICE NO		ACCOUNT		AMOUNT		
	363264		2100-FD-FD00-54530-000000-		79.27		
401282	02/23/2024	EFT	000754 F.O.P. Lodge #186	2,117.50			
	FOP 186 02/23/24		1010-00-0000-22510-000000-000000		2,117.50		
401283	02/23/2024	EFT	000277 Galls, LLC	232.99			
	027100338		2090-PD-PD00-54550-000000-		232.99		
401284	02/23/2024	EFT	000280 Gateway Tire Company Inc.	757.00			
	30-0668193		2090-PD-PD00-53510-000000-		757.00		
401285	02/23/2024	EFT	000373 Kleem Inc.	367.32			
	99878		2010-RD-RD01-54550-000000-		367.32		
401286	02/23/2024	EFT	000401 Martin Marietta	561.81			
	41678839		2010-RD-RD00-54550-000000-		279.93		
	41678840		2010-RD-RD00-54550-000000-		281.88		
401287	02/23/2024	EFT	002949 Mike's Carwash	1,800.00			
	52243		2090-PD-PD00-53510-000000-		1,800.00		
401288	02/23/2024	EFT	003478 O'Reilly Auto Enterprises	375.24			
	1738-332731		2100-FD-FD00-53510-000000-		12.83		
	1738-332491		2100-FD-FD00-53510-000000-		52.99		
	1738-333511		2090-PD-PD00-53510-000000-		224.41		
	1738-334667		2090-PD-PD00-53510-000000-		85.01		
401289	02/23/2024	EFT	003177 opengov Inc	99,123.00			
	INV12600		2010-RD-RD00-54820-000000-		26,325.00		
	INV12600		2010-RD-RD00-54830-000000-		72,798.00		
401290	02/23/2024	EFT	002852 Principal Financial Group	5,045.92			
	1040669 Mar 2024		1010-00-0000-22220-000000-000000		5,045.92		
401291	02/23/2024	EFT	003475 Red Barn Kennels LLC	240.00			
	02/09/24-02/11/24		2090-PD-PD01-53190-000000-		120.00		
	02/16/24-02/19/24		2090-PD-PD01-53190-000000-		120.00		
401292	02/23/2024	EFT	004124 Richard F. Castle	612.50			
	004		2070-PI-PI00-53190-000000-		612.50		
401293	02/23/2024	EFT	000505 Rumpke of Ohio Inc.	812.01			
	3968343		1010-PK-PK00-54550-000000-		812.01		
401294	02/23/2024	EFT	000800 Signs By Tomorrow	130.06			
	22801		2070-PI-PI00-53710-000000-		130.06		
401295	02/23/2024	EFT	003909 City of Trenton	780.00			

**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
	02/17/24	A	2090-PD-PD00-51120-000000-		195.00		
	INVOICE NO		ACCOUNT	AMOUNT			
	02/17/24	B	2090-PD-PD00-51120-000000-		195.00		
	02/17/24	C	2090-PD-PD00-51120-000000-		195.00		
	02/17/24	D	2090-PD-PD00-51120-000000-		195.00		
401296	02/23/2024	EFT	003219 Tri-State Public Safety	2,000.00			
	3646		2090-PD-PD00-57060-000000-		1,520.00		
	3646		2170-00-0000-57060-000000-		20.00		
	3646		2180-00-0000-57060-000000-		160.00		
	3646		2190-00-0000-57060-000000-		300.00		
401297	02/23/2024	EFT	003385 Triad Technologies, LLC.	1,362.48			
	61889730		2100-FD-FD00-53510-000000-		198.37		
	61891021		2010-RD-RD00-53510-000000-		609.21		
	61890982		2010-RD-RD00-53510-000000-		554.90		
401298	02/23/2024	EFT	000573 Valley Asphalt Corporatio	103.85			
	126536		2010-RD-RD00-54550-IHPAVE-		103.85		
401299	02/23/2024	EFT	000583 Vogelpohl Fire Equipment,	688.72			
	2/5/24 credit		2100-FD-FD00-54550-000000-		-270.00		
	6002988		2100-FD-FD00-53510-000000-		958.72		
401300	02/23/2024	EFT	001387 White Cap LP	16.00			
	10019481759		1010-PK-PK00-54550-000000-		16.00		
			70 CHECKS	CASH ACCOUNT TOTAL	274,253.38	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
70 CHECKS	FINAL TOTAL	274,253.38	.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
1645	03/01/2024	MANUAL	003159 Charter Communications	97.92			
			INVOICE NO ACCOUNT AMOUNT				
	0198833 02/14/24		2090-DS-DS00-55060-000000-		48.96		
	0198833 02/14/24		2100-DS-DS00-55060-000000-		48.96		
1646	02/28/2024	MANUAL	003159 Charter Communications	156.65			
	135564001022124		2100-FD-FD00-55060-000000-		156.65		
1647	02/28/2024	MANUAL	000780 Lowes	37.48			
	977949		1010-SV-SV00-54010-000000-		37.48		
1648	02/28/2024	MANUAL	000780 Lowes	13.95			
	978787		1010-SV-SV00-54010-000000-		13.95		
1649	02/28/2024	MANUAL	000319 Home Depot	26.15			
	3012084		1010-SV-SV00-54010-000000-		26.15		
1650	02/29/2024	MANUAL	000780 Lowes	312.43			
	978292		2010-RD-RD00-54010-000000-		227.05		
	978292		2010-RD-RD00-54510-000000-		85.38		
167897	03/01/2024	PRINTED	000615 Altafiber	1,461.75			
	755-3764 Mar 24		2090-PD-PD00-55010-000000-		176.39		
	755-3764 Mar 24		2100-FD-FD00-55010-000000-		176.38		
	755-7700 Mar 24		2100-FD-FD00-55010-000000-		100.89		
	777-1334 Mar 24		2100-FD-FD00-55010-000000-		252.74		
	777-2231 Mar 24		1010-AD-AD00-55010-000000-		78.54		
	777-2231 Mar 24		1010-CD-CD00-55010-000000-		78.54		
	777-2231 Mar 24		1010-PK-PK00-55010-000000-		39.27		
	777-2231 Mar 24		2030-RD-RD00-55010-000000-		65.44		
	777-2231 Mar 24		2090-PD-PD00-55010-000000-		261.78		
	777-2231 Mar 24		2100-FD-FD00-55010-000000-		130.89		
	777-2303 Mar 24		2100-FD-FD00-55010-000000-		100.89		
167898	03/01/2024	PRINTED	004009 Altafiber	47.92			
	2323805-02202024		1010-AD-AD00-55010-000000-		5.75		
	2323805-02202024		1010-CD-CD00-55010-000000-		5.75		
	2323805-02202024		1010-PK-PK00-55010-000000-		2.87		
	2323805-02202024		2030-RD-RD00-55010-000000-		4.79		
	2323805-02202024		2090-PD-PD00-55010-000000-		19.17		
	2323805-02202024		2100-FD-FD00-55010-000000-		9.59		
167899	03/01/2024	PRINTED	004226 Bruce Jones	132.66			
	Jones 02/27/24		1010-AD-AD03-53410-000000-		132.66		
167900	03/01/2024	PRINTED	002279 Butler County Emergency M	24,458.46			
	2024-20018		2090-PD-PD00-53190-000000-		12,229.23		
	2024-20018		2100-FD-FD00-53190-000000-		12,229.23		
167901	03/01/2024	PRINTED	004008 Butler County Water & Sew	1,253.67			

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
2014474	Feb 24		2100-FD-FD00-55030-000000-		95.26		
		INVOICE NO	ACCOUNT		AMOUNT		
		2027757 Feb 24	1010-AD-AD00-55030-000000-		17.99		
		2027757 Feb 24	1010-CD-CD00-55030-000000-		11.99		
		2027757 Feb 24	2030-RD-RD00-55030-000000-		131.96		
		2027757 Feb 24	2090-PD-PD00-55030-000000-		437.85		
		2027759 Feb 24	2100-FD-FD00-55030-000000-		105.74		
		2041335 Feb 24	1010-PK-PK13-55030-000000-		33.43		
		2049236 Feb 24	1010-PK-PK11-55030-000000-		60.91		
		2051667 Feb 24	1010-PK-PK12-55030-000000-		201.47		
		2060099 Feb 24	1010-PK-PK03-55030-000000-		157.07		
167902	03/01/2024	PRINTED	000094 Butler Tech & Career Dev 175535A 2040-RD-RD00-56090-000000-	10,400.00	10,400.00		
167903	03/01/2024	PRINTED	003253 Change Healthcare Tech En MD13136 2110-EM-EM00-53190-000000-	7,892.46	7,892.46		
167904	03/01/2024	PRINTED	003301 Fabricare Textiles LLC 01/01/24-01/31/24 2090-PD-PD00-54720-000000-	1,079.75	1,079.75		
167905	03/01/2024	PRINTED	001334 Duke Energy	31,810.44			
		910117891655 Feb 24	1010-AD-AD00-55040-000000-		2,995.04		
		910117891655 Feb 24	2070-PI-PI00-55040-000000-		408.42		
		910117892010 Feb 24	1010-PK-PK03-55040-000000-		411.98		
		910117893417 Feb 24	1010-LT-LT00-55040-000000-		26.93		
		910117632301 Feb 24	2100-FD-FD00-55040-000000-		1,742.89		
		910117892440 Feb 24	1010-AD-AD00-55040-000000-		110.80		
		910117892599 Feb 24	1010-PK-PK03-55040-000000-		448.12		
		910117892680 Feb 24	1010-PK-PK04-55040-000000-		45.99		
		910117892953 Feb 24	1010-AD-AD00-55040-000000-		378.75		
		910117892953 Feb 24	1010-CD-CD00-55040-000000-		252.50		
		910117892953 Feb 24	2030-RD-RD00-55040-000000-		2,777.52		
		910117892953 Feb 24	2090-PD-PD00-55040-000000-		9,216.31		
		910117893003 Feb 24	1010-AD-AD00-55040-000000-		1,097.74		
		910117893003 Feb 24	2070-PI-PI00-55040-000000-		156.82		
		910117893003 Feb 24	2090-DS-DS00-55040-000000-		492.87		
		910117893003 Feb 24	2100-DS-DS00-55040-000000-		492.87		
		910117893144 Feb 24	1010-PK-PK13-55040-000000-		776.27		
		910117893186 Feb 24	1010-PK-PK04-55040-000000-		26.31		
		910117893326 Feb 24	1010-PK-PK11-55040-000000-		420.26		
		910118689401 Feb 24	1010-PK-PK04-55040-000000-		26.92		
		910119395751 Feb 24	1010-PK-PK12-55040-000000-		1,228.56		
		910119396190 Feb 24	2050-CE-CE00-55040-000000-		132.31		
		910119396231 Feb 24	1010-AD-AD00-55040-000000-		325.81		
		910119396231 Feb 24	2050-CE-CE00-55040-000000-		108.60		
		910119396231 Feb 24	2070-PI-PI00-55040-000000-		42.49		
		910119396231 Feb 24	2090-DS-DS00-55040-000000-		148.73		
		910119396231 Feb 24	2100-DS-DS00-55040-000000-		148.73		
		910119396231 Feb 24	2100-FD-FD00-55040-000000-		3,934.98		

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
	910119661924	Feb 24	2050-CE-CE00-55040-000000-		26.83		
	INVOICE NO		ACCOUNT		AMOUNT		
	910134027453	Feb 24	1010-LT-LT00-55040-000000-		75.70		
	910117891788	Feb 24	1010-LT-LT00-55040-000000-		505.46		
	910117891887	Feb 24	1010-AD-AD00-55040-000000-		32.00		
	910117891887	Feb 24	1010-CD-CD00-55040-000000-		21.33		
	910117891887	Feb 24	2030-RD-RD00-55040-000000-		234.66		
	910117891887	Feb 24	2090-PD-PD00-55040-000000-		778.65		
	910117893540	Feb 24	1010-LT-LT00-55040-000000-		1,760.29		
167906	03/01/2024	PRINTED	004024 Duke Energy	7.07			
	910117891837	Mar 24	5070-LT-LT28-55040-000000-		5.99		
	910117892549	Mar 24	5070-LT-LT28-55040-000000-		1.08		
167907	03/01/2024	PRINTED	002861 Hastings Air Energy Contr PS-10005704	2,159.75			2,159.75
167908	03/01/2024	PRINTED	004203 Joseph Beck Beck 02/26/24	20.93			20.93
167909	03/01/2024	PRINTED	001214 Kings Ford, Inc. 6342493/1	206.33			206.33
167910	03/01/2024	PRINTED	004051 Larry Burks Burks 02/20/24 A Burks 02/20/24 B	63.80			55.80 8.00
167911	03/01/2024	PRINTED	004071 Paul Lovell Lovell, B 02/23/24 Lovell, B 02/16/24	487.54			32.26 455.28
167912	03/01/2024	PRINTED	004258 Maria Sotelo MB090724 Refund	500.00			500.00
167913	03/01/2024	PRINTED	002776 Mike Castrucci Ford Inc 147035 147064 147157	403.15			159.08 105.13 138.94
167914	03/01/2024	PRINTED	000438 Mills Fence Company Inc. C231614	4,795.00			4,795.00
167915	03/01/2024	PRINTED	003770 Morton Salt Inc 5403003521 5403004623	103,484.42			44,389.17 59,095.25
167916	03/01/2024	PRINTED	004233 Ronnie Price Upholstery & 1416	400.00			400.00
167917	03/01/2024	PRINTED	003777 Olga Onipko	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
	41470		2090-PD-PD00-54720-000000-		20.00		
167918	03/01/2024	PRINTED	004010 Treasurer of State of Ohi	600.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	24L3075		2090-PD-PD00-53190-000000-		600.00		
167919	03/01/2024	PRINTED	003759 Unifirst Corporation	296.80			
	1340277385		1010-PK-PK00-54550-000000-		34.15		
	1340277385		1010-PK-PK00-54720-000000-		23.16		
	1340277385		1010-SV-SV00-54720-000000-		31.16		
	1340277385		2010-RD-RD00-54550-000000-		16.76		
	1340277385		2010-RD-RD00-54720-000000-		176.39		
	1340277385		2050-CE-CE00-54720-000000-		15.18		
167920	03/01/2024	PRINTED	000577 Verizon wireless	5,156.21			
	9956197648		1010-AD-AD00-55020-000000-		241.90		
	9956197648		1010-CD-CD00-55020-000000-		235.36		
	9956197648		1010-SV-SV00-55020-000000-		198.69		
	9956197648		2030-RD-RD00-55020-000000-		660.21		
	9956197648		2050-CE-CE00-55020-000000-		40.90		
	9956197648		2070-SR-SR00-55020-000000-		52.20		
	9956197648		2070-PI-PI00-55020-000000-		55.00		
	9956197648		2090-DS-DS00-55020-000000-		26.10		
	9956197648		2090-PD-PD00-55020-000000-		2,800.30		
	9956197648		2100-DS-DS00-55020-000000-		26.10		
	9956197648		2100-FD-FD00-55020-000000-		819.45		
401301	03/01/2024	EFT	000002 A & A Safety, Inc.	1,180.00			
	198590		2010-RD-RD01-54550-000000-		1,180.00		
401302	03/01/2024	EFT	000016 Aero Oil Company of Cinci	1,629.05			
	188651		2010-RD-RD00-53510-000000-		1,629.05		
401303	03/01/2024	EFT	000019 Aetna	437,685.15			
	J1345950		1010-00-0000-22210-000000-000000		64,843.28		
	J1345950		1010-00-0000-22230-000000-000000		3,455.55		
	J1345950		1010-00-0000-22240-000000-000000		-3,651.53		
	J1345950		1010-00-0000-22270-000000-000000		2,263.88		
	J1345950		1010-AD-AD00-52210-000000-		20,389.16		
	J1345950		1010-AD-AD02-52210-000000-		3,647.31		
	J1345950		1010-AD-AD03-52210-000000-		722.25		
	J1345950		1010-CD-CD00-52210-000000-		7,180.41		
	J1345950		1010-PK-PK00-52210-000000-		1,343.38		
	J1345950		1010-SV-SV00-52210-000000-		5,593.41		
	J1345950		2040-RD-RD00-52210-000000-		26,473.36		
	J1345950		2050-CE-CE00-52210-000000-		3,975.18		
	J1345950		2070-PI-PI00-52210-000000-		4,125.55		
	J1345950		2090-DS-DS00-52210-000000-		14,065.18		
	J1345950		2090-PD-PD00-52210-000000-		127,869.32		
	J1345950		2100-DS-DS00-52210-000000-		7,573.56		

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
J1345950			2100-FD-FD00-52210-000000-		121,699.82		
		INVOICE NO	ACCOUNT		AMOUNT		
J1345950		J1345950	2110-EM-EM00-52210-000000-		11,460.38		
J1345950		J1345950	5080-RD-RD00-52210-000000-		833.01		
J1345950		J1345950	1010-AD-AD00-52230-000000-		871.22		
J1345950		J1345950	1010-AD-AD02-52230-000000-		185.66		
J1345950		J1345950	1010-AD-AD03-52230-000000-		50.89		
J1345950		J1345950	1010-CD-CD00-52230-000000-		259.46		
J1345950		J1345950	1010-PK-PK00-52230-000000-		50.89		
J1345950		J1345950	1010-SV-SV00-52230-000000-		210.26		
J1345950		J1345950	2040-RD-RD00-52230-000000-		861.15		
J1345950		J1345950	2050-CE-CE00-52230-000000-		134.77		
J1345950		J1345950	2070-PI-PI00-52230-000000-		194.05		
J1345950		J1345950	2090-DS-DS00-52230-000000-		556.48		
J1345950		J1345950	2090-PD-PD00-52230-000000-		5,061.26		
J1345950		J1345950	2100-DS-DS00-52230-000000-		299.65		
J1345950		J1345950	2100-FD-FD00-52230-000000-		4,627.85		
J1345950		J1345950	2110-EM-EM00-52230-000000-		434.50		
J1345950		J1345950	5080-RD-RD00-52230-000000-		24.60		
401304	03/01/2024	EFT	002469 Aflac Group Insurance - G	1,445.29			
	2227005 - Feb 24		1010-00-0000-22220-000000-000000		1,445.29		
401305	03/01/2024	EFT	003174 Amazon Fullfillment Servi	346.16			
	13PG-19W4-LT7W		2090-PD-PD00-54510-000000-		96.40		
	13PG-19W4-LT7W		2090-PD-PD00-54550-000000-		88.44		
	1WXF-94RH-LTFW		2090-PD-PD00-54510-000000-		33.82		
	1F47-N9W9-9LPK		2100-FD-FD00-53530-000000-		35.19		
	1J36-C1P9-13NX		2100-FD-FD00-54550-000000-		92.31		
401306	03/01/2024	EFT	000681 Best One Tire & Service o	140.01			
	5010036256		2090-PD-PD00-53510-000000-		140.01		
401307	03/01/2024	EFT	001471 CDW Government Inc.	1,987.91			
	PT17491		2100-FD-FD00-54810-000000-		1,987.91		
401308	03/01/2024	EFT	000192 Ohio Newspapers Inc	855.00			
	I00822812		2010-RD-RD00-53720-000000-		348.84		
	I00822767		2010-RD-RD00-53720-000000-		355.68		
	I00821869-01282024		1010-AD-AD00-53720-000000-		150.48		
401309	03/01/2024	EFT	004116 CT Consultants Inc	997.75			
	231700-5		2190-00-0000-57040-NPOINT-		997.75		
401310	03/01/2024	EFT	003520 Dayton Development Coalit	1,500.00			
	1553		1010-AD-AD00-56010-000000-		1,500.00		
401311	03/01/2024	EFT	000634 Emcor Facilities Services	78,804.09			
	610587		2190-00-0000-57010-000000-		33,657.00		
	610466-1		2100-FD-FD00-53530-000000-		26.17		



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
610466-2			2100-FD-FD00-53530-000000-		1,886.13		
		INVOICE NO	ACCOUNT		AMOUNT		
		610463	1010-AD-AD00-53530-000000-		3,841.49		
		610463	1010-CD-CD00-53530-000000-		2,434.95		
		610463	2010-RD-RD00-53530-000000-		4,139.42		
		610463	2090-PD-PD00-53530-000000-		14,879.41		
		610464	1010-AD-AD00-53530-000000-		5,632.16		
		610464	2070-PI-PI00-53530-000000-		768.03		
		610465	1010-AD-AD00-53530-000000-		2,519.08		
		610465	2090-DS-DS00-53530-000000-		1,259.54		
		610465	2100-DS-DS00-53530-000000-		1,259.53		
		610467	1010-PK-PK03-53530-000000-		369.08		
		610467	1010-PK-PK04-53530-000000-		75.84		
		610467	1010-PK-PK11-53530-000000-		948.23		
		610467	1010-PK-PK12-53530-000000-		62.22		
		610468	2050-CE-CE00-53530-000000-		829.77		
		610469B	1010-AD-AD00-53530-000000-		292.26		
		610469B	1010-CD-CD00-53530-000000-		243.55		
		610469B	2010-RD-RD00-53530-000000-		414.03		
		610469B	2090-PD-PD00-53530-000000-		1,485.63		
		610472	1010-PK-PK04-53530-000000-		472.22		
		610472	1010-PK-PK12-53530-000000-		216.67		
		610472	2050-CE-CE00-53530-000000-		314.44		
		610469A	2010-RD-RD00-53530-000000-		777.24		
401312	03/01/2024	EFT	003519 European American Chamber	1,000.00			
	18339		1010-AD-AD00-53170-000000-		1,000.00		
401313	03/01/2024	EFT	000250 Extermital Termite & Pest	390.00			
	940534		2110-EM-EM00-55060-000000-		50.00		
	940537		2110-EM-EM00-55060-000000-		40.00		
	940568		2110-EM-EM00-55060-000000-		35.00		
	940516		2110-EM-EM00-55060-000000-		90.00		
	939786		2110-EM-EM00-55060-000000-		50.00		
	939765		2110-EM-EM00-55060-000000-		90.00		
	939821		2110-EM-EM00-55060-000000-		35.00		
401314	03/01/2024	EFT	003858 Flock Group Inc	36,893.15			
	INV-32656		2130-00-0000-57050-000000-		2,766.99		
	INV-32656		2140-00-0000-57050-000000-		4,611.64		
	INV-32656		2150-00-0000-57050-000000-		6,456.30		
	INV-32656		2180-00-0000-57050-000000-		6,456.30		
	INV-32656		2190-00-0000-57050-000000-		3,689.32		
	INV-32656		2700-PD-PD00-57050-000000-		12,912.60		
401315	03/01/2024	EFT	000277 Galls, LLC	519.10			
	027209061		2090-PD-PD00-54720-000000-		519.10		
401316	03/01/2024	EFT	004153 James M Nickels	200.00			
	39859		2090-PD-PD00-53240-000000-		200.00		

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
401317	03/01/2024	EFT	002579 Kronos Incorporated	8,532.32			
			INVOICE NO		AMOUNT		
			12156095		431.70		
			12156095		3,151.22		
			12156095		431.70		
			12156095		2,258.85		
			12156095		2,258.85		
401318	03/01/2024	EFT	002152 Leadsonline, LLC	12,057.00			
	410086		2090-PD-PD00-53170-000000-		12,057.00		
401319	03/01/2024	EFT	000416 Melvin Stone	862.99			
	342802		2040-RD-RD00-54550-IHCRCK-		862.99		
401320	03/01/2024	EFT	000447 Murphy Supply Company	2,098.25			
	210807		2100-FD-FD00-54550-000000-		1,893.25		
	212670		1010-PK-PK03-54550-000000-		102.50		
	212670		1010-PK-PK04-54550-000000-		102.50		
401321	03/01/2024	EFT	002720 Murphy Tractor & Equipmen	581.41			
	2192823		2010-RD-RD00-53560-000000-		581.41		
401322	03/01/2024	EFT	000604 Northcoast Products	691.30			
	13286		2040-RD-RD00-54550-IHCRCK-		691.30		
401323	03/01/2024	EFT	003478 O'Reilly Auto Enterprises	304.94			
	1738-335050		2090-PD-PD00-53510-000000-		209.96		
	1738-336007		2010-RD-RD00-53560-000000-		94.98		
401324	03/01/2024	EFT	003475 Red Barn Kennels LLC	280.00			
	02/14/24-02/21/24		2090-PD-PD01-53190-000000-		280.00		
401325	03/01/2024	EFT	000505 Rumpke of Ohio Inc.	789.71			
	1201579		1010-PK-PK04-53550-000000-		181.77		
	1201760		1010-PK-PK04-53550-000000-		181.77		
	0552824		2090-PD-PD00-55060-000000-		426.17		
401326	03/01/2024	EFT	001208 Siteone Landscape Supply	810.00			
	138475467-001		1010-PK-PK00-54550-000000-		810.00		
401327	03/01/2024	EFT	002453 Sora's Towing Inc.	300.00			
	344920		2090-PD-PD00-53240-000000-		300.00		
401328	03/01/2024	EFT	000539 Sycamore Auto Repair	500.00			
	VIN 5890		2090-PD-PD00-53510-000000-		500.00		
401329	03/01/2024	EFT	003219 Tri-State Public Safety	4,000.00			
	3673		2090-PD-PD00-57060-000000-		1,520.00		
	3673		2170-00-0000-57060-000000-		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
3673			2180-00-0000-57060-000000-		160.00		
	INVOICE NO		ACCOUNT	AMOUNT			
3673			2190-00-0000-57060-000000-		300.00		
3675			2090-PD-PD00-57060-000000-		1,520.00		
3675			2170-00-0000-57060-000000-		20.00		
3675			2180-00-0000-57060-000000-		160.00		
3675			2190-00-0000-57060-000000-		300.00		
401330	03/01/2024	EFT	000573 Valley Asphalt Corporatio 2010-RD-RD00-54550-IHPAVE-	299.15	299.15		
401331	03/01/2024	EFT	002725 Vercom Systems Inc	2,280.00			
	73041		1010-AD-AD00-54830-000000-		843.60		
	73041		2010-RD-RD00-54830-000000-		228.00		
	73041		2070-PI-PI00-54830-000000-		45.60		
	73041		2090-DS-DS00-54830-000000-		45.60		
	73041		2090-PD-PD00-54830-000000-		661.20		
	73041		2100-DS-DS00-54830-000000-		45.60		
	73041		2100-FD-FD00-54830-000000-		205.20		
	73041		2110-EM-EM00-54830-000000-		205.20		
401332	03/01/2024	EFT	003680 wex Inc	6,634.04			
	94425047		2100-FD-FD00-54710-000000-		3,317.02		
	94425047		2110-EM-EM00-54710-000000-		3,317.02		
401333	03/01/2024	EFT	001387 white Cap LP	881.64			
	10019538754		1010-PK-PK03-53530-000000-		630.00		
	10019545531		2040-RD-RD00-54550-IHCURB-		167.76		
	10019538835		2040-RD-RD00-54550-IHPAVE-		83.88		
			63 CHECKS	CASH ACCOUNT TOTAL	805,258.10	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
63 CHECKS	FINAL TOTAL	805,258.10	.00

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

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Trustee Meeting Minutes - February 27, 2024

<b>Background:</b>

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

# Record of Proceedings: February 27, 2024 West Chester Township Board of Trustees - Regular Meeting

Convene: Chairperson Wong convened the meeting at 4:59 p.m.

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

Pledge of Allegiance: Repeated by those present.

At 5:01 p.m., Mr. Wong requested a motion to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of: (1) Conferencing with an attorney for the Township concerning disputes involving the Township that are the subject of pending or imminent court action. O.R.C. 121.22(G)(3); (2) considering confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance or negotiating with other political subdivisions respecting requests for economic development assistance. The information to be discussed is directly related to a request for economic development assistance that is to be provided under any of the Revised Code provisions set forth in O.R.C.

121.22(G)(8)(a) or involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Mr. Wong then requested that Mr. Jones conduct a roll call to determine that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project and that the criteria specified in O.R.C. 121.22(G)(8)(a) and (b) apply. All Trustees responded affirmatively to the roll call.

**MOTION** made by Mrs. Becker, seconded by Mr. Welch to recess the Regular meeting and go into Executive Session. Discussion: none. **Motion carried unanimously.** Mr. Wong said the Board would return.

## Post Executive Session/ Adjournment

**MOTION** made at 6:15 p.m. by Mr. Welch to adjourn the Executive Session and resume the Regular meeting, seconded by Mrs. Becker. Discussion: none. **Motion carried unanimously.**

## Citizen's Comments

There were no citizen's comments.

## Presentations

There were no presentations.

## Personnel Items

**MOTION** made by Mrs. Becker, seconded by Mr. Welch to **(1)** hire Alberto Garay to the position of Administrative Professional I effective February 12, 2024, at the hourly rate of \$18.00, and **(2)** hire Jazmine Meiner to the position of Administrative Professional I effective February 13, 2024, at the hourly rate of \$18.00. Discussion: The Trustees wished the new hires well. **Motion carried unanimously.**

## Action Items – For Approval by Motion

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to approve the Trustee Meeting Minutes for February 13, 2024, 2024. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve payment of bills - February 5, 2024 through February 16, 2024. Discussion: none. **Motion carried unanimously.**

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

5. Adm        \$24,458.46 Butler County Emergency Management Agency – Submit 2024 annual fee for operational services
6. Fire       \$1,941,325.00 Vogelpohl Fire Equipment, Inc. - Purchase a 2026 E-One Cyclone Ladder truck (CIP 1785)
7. Police     \$342,204.00 McCluskey Chevrolet, Inc. - Purchase six police vehicles (CIP 1586)
8. Police     \$150,117.00 Tri-State Public Safety - Install equipment to outfit six 2024 Chevy Tahoe's (CIP 1586) February 27, 2024
9. Services   \$33,346.00 Team Turf LLC - Install batting tunnel at West Chester Baseball Complex in Beckett Park (CIP 2003)
10. Services \$10,400.00 Butler Tech & Career Dev Schools - Pay tuition for CDL training

## Requisitions – Greater than \$7,500.00

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve payment of requisitions 5 through 10. Discussion: Mrs. Becker expressed her appreciation for Chief Prinz and his staff for their researching the Ladder truck ~~aquisition~~acquisition. In response to Mr. Welch's question, Chief Prinz addressed the Board and explained that the Ladder truck is also referred to as a Bucket truck, as discussed in the past and in a recent budget proposal. He also noted past truck purchases and longevity. He said the new truck won't arrive for another two, two and a half years, and that will impact how the current bucket truck may or may not be utilized. The Board and Services Director Hindupur discussed the batting tunnel requisition. There was ambiguity as to whether it entailed one or two tunnels. Mr. Burks said they will research the cost of making it a two tunnel batting cage if the requisition pertains to a one tunnel batting cage, and report back to the Board.

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to amend the motion for item #9 to not exceed \$45,000 for two tunnels if it's not already included. Discussion: The Trustees concurred this is a reasonable course of action. **Motion carried unanimously.**

## Business Items

**MOTION** made by Mrs. Becker seconded by Mr. Welch, to approve Resolution 11-2024 for the Township 2024 Permanent Appropriations and authorizing the transfer of funds from the General Fund to the Road and Bridge Fund and to the Cemetery Fund; and from the sustainable Infrastructure Fund into the Road and Bridge Relief Fund; and Establishing the PACE Debt Service fund. Discussion: Mrs. Becker said this reaffirms the Board's commitment to this fund. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to approve Resolution 12-2024 Rescinding and Replacing Resolution 33- 2022 Approving a Petition for Special Assessments for Special Energy Improvement Projects and a Plan for Public Improvements; and Approving the Necessity of Acquiring, Constructing, and Improving Certain Public Improvements in the Township in Cooperation with the I-75 Energy Special Improvement District. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Resolution 13-2024 Rescinding and Replacing Resolution 34- 2022 Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements in the Township in Cooperation with the I-75 Energy Special Improvement District Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to approve Resolution 14-2024 Rescinding and Replacing Resolution 35- 2022 Levying Special Assessments for the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in Township in Cooperation with the I-75 Energy Special Improvement District and Authorizing and Approving a Cooperative Agreement Providing for the Financing and Refinancing of a Special Energy Improvement Project in the Township. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to appoint Carlos Sanchez to the West Chester Township Board of Zoning Appeals to fill an expired five-year term (March 1, 2024 through February 28, 2029). Discussion: none. **Motion carried unanimously.**

**MOTION** made by ~~Mrs. Becker~~ ~~Mr. Welch~~, seconded by ~~Mr. Welch~~ ~~Mrs. Becker~~, to appoint Jim Hahn member to the West Chester Township Zoning Commission to fill an expired five-year term (June 1, 2024 through May 31, 2029). Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to appoint William Brock to the West Chester Township Zoning Commission to fill an unexpired five-year term (through May 31, 2026) due to a resignation. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to apply for the 2024 Priority One EMS Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried unanimously.**



**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to approve Statutory Resolution 15-2024 finding the 2011 Case 580SN backhoe not needed or unfit for public use; authorizing the sale of said equipment to Southeastern Equipment Co Inc.; and crediting the sale price of said equipment to the purchase of a new backhoe. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Statutory Resolution 16-2024 finding the 2004 International salt truck not needed or unfit for public use; authorizing the sale of said vehicle to FYDA Freightliner; and crediting the sale price of said vehicle to the purchase of a cab and chassis. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to advertise Request for Qualifications/Proposals for Parks Master Plan and Feasibility Study (CIP 1917). Discussion: none. **Motion carried unanimously.**

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

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

#### Citizen's Comments

There were no citizen's comments.

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

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Resolution 10-2024 approving Major Change for Case # MC 09-23 Sharma; Gates of West Chester. Discussion: none. **Motion carried unanimously.**

#### Discussion Items & Elected Official Comments

Mr. Wong recognized Gary Cates in attendance. Mr. Wong said he was honored to receive the beautification award from the Chamber that week on behalf the Township for the Divergent Diamond Interchange landscaping.

Mrs. Becker noted Mr. Welch's and Mr. Wong's birthday that day and the following day, respectively.

Mr. Welch noted the opening of the new Bass Pro Shop in West Chester. He also observed that The Original Pancake House just went on the market.

Mr. Jones observed how our participation in the I-75 Energy Special Improvement District requires taxpayer subsidization of the Green Energy initiatives out of Washington D.C.

Mr. Burks said West Chester Township was selected the previous Saturday as the Small Business Community of the Year by the Asia Chamber of America.

#### Adjournment

**MOTION** made at 6:53 p.m. by Mrs. Becker, seconded by Mr. Welch, to adjourn the February 27, 2024 Regular meeting. Discussion: none. **Motion carried unanimously.**

**Respectfully Submitted,**

**Approved,**

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**Bruce Jones, Fiscal Officer**

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**Lee Wong, Chairperson**

DRAFT

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Kenneth Keim, Director of Finance	

<b>Motion:</b>
Frost Brown Todd, LLC - \$46,155.22 - Legal Services through January 31, 2024 (various departments)

<b>Background:</b>
<p>For legal services through January 31, 2024:</p> <p>Administration 26,468.01  Roads 646.80  Police 9,106.50  Fire 9141.91  Dispatch 792.00  Total \$46,155.22</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000815	<b>Total Encumbrance:</b>	\$ 46,155.22

<b>Invoice Date</b>	<b>Invoice</b>	<b>Invoice</b>	<b>Invoice</b>							
<b>Invoice #</b>	<b>02/28/24</b>	<b>02/13/24</b>	<b>02/14/24</b>					<b>Total</b>	<b>Retainer</b>	<b>Total</b>
<b>Department</b>										
Admin	25,590.51	877.50						26,468.01		26,468.01
Roads	646.80							646.80		646.80
Cemetery	0.00							0.00		0.00
PIE	0.00							0.00		0.00
Police	5,412.00		3,694.50					9,106.50		9,106.50
Fire	9,141.91							9,141.91		9,141.91
DS	792.00							792.00		792.00
CinDay TIF	0.00							0.00		0.00
CBD TIF	0.00							0.00		0.00
UCB TIF	0.00							0.00		0.00
747 TIF	0.00							0.00		0.00
	<b>41,583.22</b>	<b>877.50</b>	<b>3,694.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>46,155.22</b>	<b>0.00</b>	<b>46,155.22</b>

**Accounting Reconciliation of Primary Invoice**

<b>101</b>	<b>201</b>	<b>205</b>	<b>207</b>	<b>209</b>	<b>210</b>	<b>209 / 210</b>	<b>215</b>	<b>217</b>	<b>218</b>	<b>219</b>	<b>FUND #</b>
AD	RD	CE	PIE	PD	FD	DS	CinDay TIF	CBD TIF	UCB TIF	747 TIF	TOTAL
9,587.31	646.80			1,914.00	528.00	792.00					13,468.11
528.00				3,498.00	3,036.00						7,062.00
13,477.20					5,577.91						19,055.11
612.00											612.00
1,386.00											1,386.00
											-
											-
											-
											-
											-
<b>25,590.51</b>	<b>646.80</b>	<b>0.00</b>	<b>0.00</b>	<b>5,412.00</b>	<b>9,141.91</b>	<b>792.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>41,583.22</b>



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

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

Fed # 61-0722001  
February 13, 2024  
Bill # 210429744A  
Account # [REDACTED]

**RE: [REDACTED] Litigation – C366588263-0001-01**

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For Professional Services Rendered Through January 31, 2024	877.50
<b>TOTAL THIS BILL:</b>	<b>877.50</b>
<b>TOTAL AMOUNT DUE:</b>	<b>877.50</b>

All amounts are in USD  
Please send remittance information to [AccountsReceivable@FBTLaw.com](mailto:AccountsReceivable@FBTLaw.com)

**Wire Transfer Information:**

Account Name: Frost Brown Todd LLP  
Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202  
Account Number: [REDACTED] – Routing Number: [REDACTED] – Swift Number: [REDACTED]

<b>Date</b>	<b>Tmkr</b>	<b>Narrative</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
11/01/23	JR	[REDACTED]	0.60	195.00	117.00
11/02/23	JR	[REDACTED]	0.30	195.00	58.50
11/03/23	JR	[REDACTED]	1.20	195.00	234.00
11/07/23	JR	[REDACTED]	0.20	195.00	39.00
01/08/24	JR	[REDACTED]	1.60	195.00	312.00
01/30/24	JR	[REDACTED]	0.60	195.00	117.00
<b>Total:</b>			<b>4.50</b>		<b>\$877.50</b>



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Facsimile (513) 651-6981  
www.frostbrowntodd.com

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

Fed # 61-0722001  
February 14, 2024  
Bill # 210429796A

Account # [REDACTED]

**RE: 2022 [REDACTED] EEOC Charge - OTR022109A1**

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For Professional Services Rendered Through January 31, 2024	3,694.50
<b>TOTAL THIS BILL:</b>	<b>3,694.50</b>
<b>TOTAL AMOUNT DUE:</b>	<b>3,694.50</b>

All amounts are in USD  
Please send remittance information to [AccountsReceivable@FBTLaw.com](mailto:AccountsReceivable@FBTLaw.com)

**Wire Transfer Information:**

Account Name: Frost Brown Todd LLP  
Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202  
Account Number: [REDACTED] – Routing Number: [REDACTED] – Swift Number: [REDACTED]



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

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

Fed # 61-0722001  
February 28, 2024  
Bill # 210433642  
Account # [REDACTED]

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For Professional Services Rendered Through January 31, 2024	41,334.00
Expenses Through January 31, 2024	249.22
<b>TOTAL THIS BILL:</b>	<b>41,583.22</b>

All amounts are in USD

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

**Wire Transfer Information:**

Account Name: Frost Brown Todd LLP

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

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



**Monthly Matter Summary  
For Services Rendered Through January 31, 2024**

<b>Matter #</b>	<b>Matter Description</b>	<b>Fees</b>	<b>Disbursements</b>	<b>PrePay Amount</b>	<b>Total</b>
0265899	[REDACTED]	3,234.00	0.00	0.00	3,234.00
0315629	[REDACTED]	9,405.00	182.31	0.00	9,587.31
0354458	[REDACTED]	528.00	0.00	0.00	528.00
0474490	[REDACTED]	17,622.00	0.00	0.00	17,622.00
0504890	[REDACTED]	612.00	0.00	0.00	612.00
0757718	[REDACTED]	1,386.00	0.00	0.00	1,386.00
0761832	[REDACTED]	3,036.00	0.00	0.00	3,036.00
0771364	[REDACTED]	5,511.00	66.91	0.00	5,577.91
<b>Total</b>		<b>41,334.00</b>	<b>249.22</b>	<b>0.00</b>	<b>41,583.22</b>

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Dennis Dick, Director of Communications and Information Technology	

<b>Motion:</b>
Dell Marketing LP - \$72,302.46 - Renew annual Microsoft Enterprise Agreement

<b>Background:</b>
<p>CIT is requesting a purchase order for Dell Marketing LP as West Chester Township's Microsoft Re-seller. This request is for year one of a three-year pricing agreement and covers March 31, 2024, through March 30, 2025.</p> <p>The Microsoft Enterprise Agreement requested covers all the required licensing and updates for our deployed Microsoft products. This includes essential tools like Exchange, Outlook, Excel, Word, PowerPoint, Access, Windows Server Licensing, and more, ensuring we stay updated with the latest technology.</p> <p>This Enterprise Agreement is required to continue using Microsoft products on Township computers and servers.</p> <p>The IT department has evaluated updating to Microsoft 365 and found the current cost to benefit as not fiscally responsible. Due to declining support for premise-based deployments, updating to 365 with the additional cost will likely be required at the end of this three-year agreement.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000819	<b>Total Encumbrance:</b>	\$ 72,302.46



Dell Software - Customer Confidential

Matt Lauer  
Software TSR  
[matthew\\_lauer@dell.com](mailto:matthew_lauer@dell.com)

### Quotation

**Quote Number:** MXL24020802  
**Quote Expires:** February 28, 2024

**Customer:** WEST CHESTER TOWNSHIP  
**Contact:** Dennis Dick  
**Customer #:** 319460  
**Phone:**  
**Fax:**  
**Email:** ddick@WestChesterOH.Org  
**Date of Issue:** February 8, 2024

**Remit To:** Dell Marketing LP  
One Dell Way  
Round Rock TX 78680

**Federal ID:** 74-2616805

Product Description	Notes	Part Number	Quantity	Unit Price	Ext. Price
Office Professional Plus ALng LSA Platform		269-12445	41	\$ 174.84	\$ 7,168.44
Office Professional Plus ALng SA Platform		269-12442	226	\$ 101.61	\$ 22,963.86
Win Enterprise Device ALng SA Platform		KV3-00353	226	\$ 45.12	\$ 10,197.12
Win Enterprise Device ALng Upgrade SA Platform		KV3-00356	41	\$ 56.49	\$ 2,316.09
Core CAL ALng SA Platform UCAL		W06-01072	284	\$ 45.36	\$ 12,882.24
Visio Professional ALng LSA		D87-01057	5	\$ 230.42	\$ 1,152.10
Visio Professional ALng SA		D87-01159	30	\$ 107.18	\$ 3,215.40
Exchange Server Standard ALng SA		312-02257	1	\$ 124.11	\$ 124.11
SQL Server Standard Core ALng SA 2L		7NQ-00292	9	\$ 628.62	\$ 5,657.58
Win Server DC Core ALng LSA 2L		9EA-00039	6	\$ 286.32	\$ 1,717.92
Win Server DC Core ALng SA 2L		9EA-00278	40	\$ 122.69	\$ 4,907.60

<p><b>Notes:</b> EA renewal enrollment# 6187811. Budgetary pricing only. Per terms and conditions and of STS 0A1252</p>	<p>\$ 72,302.46</p> <p>Product Subtotal</p> <p>Tax 0.00% \$0.00</p> <p><b>Grand Total \$ 72,302.46</b></p>
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**Quote Prepared By:** Matt Lauer

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Rick L. Prinz, Fire Chief	

<b>Motion:</b>
Fire Safety Services, Inc. - \$186,714.00 - Purchase 46 sets of turnout gear (CIP# 1634)

<b>Background:</b>
<p>The collective bargaining agreement between Local 3518 and West Chester Township Trustees, Article 21, paragraph 9, requires all collective bargaining members to receive two sets of turnout gear. This is an effort to reduce carcinogen exposure.</p> <p>The National Fire Protection Association 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting section 10.1.2 indicates that turnout gear must be retired ten years from the manufacture date. Balancing the ten-year retirement clause, the number of collective bargaining units requiring two sets of gear, and the number of non-contractual firefighters requiring one set of gear, we have created CIP 1634 in the amount of \$297,000. This CIP purchases about 46 sets of the approximately 210 sets of turnout gear needed for the department.</p> <p>West Chester is a member of Sourcewell, a national buying cooperative so that we can purchase the gear at a reduced price through this purchasing cooperative. The cooperative purchasing, which the Ohio Revised Code permits instead of specification bidding, will save the West Chester Fire Department nearly \$2,000 in advertising costs. Due to specification, Fire Safety Services, Inc., the regional representative for Fire Dexis, is the only area regional distributor that can provide a quote.</p> <p>We need to purchase 46 sets of turnout gear at the quoted price of \$3,690.00 per set, plus 10% cost contingency and shipping for a total cost of \$186,714.00 based on the above perimeters. The cost contingency has been added due to the significant inflation in the price of the gear we are currently experiencing and the need to have available purchases upon hiring replacement staff, damage to current gear, and replacement of gear on the replacement cycle.</p> <p>Please approve PO 24000810 for Fire Safety Services, Inc. for \$186,714.00.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1634		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000810	<b>Total Encumbrance:</b>	\$ 186,714.00



Fire Safety Services, Inc.  
6228 Township Road 95  
Huntsville OH 43324 US

**BILL TO**  
West Chester Township Fire  
Department  
9119 Cincinnati Dayton Road  
West Chester OH 45069

**SHIP TO**  
West Chester Township Fire  
Department  
9119 Cincinnati Dayton Road  
West Chester OH 45069

# ESTIMATE

**DATE**    **VALID UNTIL**    **ESTIMATE #**  
1/30/2024    3/29/2024    21295

**SALES PERSON**  
Schmerge, Brent J

DESCRIPTION	QTY	RATE	AMOUNT
FIR-BNK-BJS-11567-C West Chester Fire Coat	1.00	2,128.00	2,128.00
FIR-BNK-BJS-11567-P West Chester Fire Pant	1.00	1,562.00	1,562.00

(OPTION) NEW MODEL COMING OUT ADD \$165 PER SET

**3,690.00**

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Fire-Dex LLC**, 780 South Progress Drive, Medina, OH 44256 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of

nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

#### **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**



A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery

requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance



maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139DD6489...

Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 5:02 PM CDT

Fire-Dex LLC

DocuSigned by:  
By: Jackie Dobro  
B1FCFEBA26C4C4...

Jackie Dobro  
Title: Sales Operations Manager

Date: 5/6/2020 | 2:09 PM CDT

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...

Chad Coauette  
Title: Executive Director/CEO

Date: 5/6/2020 | 8:04 PM CDT

# RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

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## Vendor Details

Company Name: Fire-Dex LLC  
Address: 780 South Progress Dr.  
Medina, OH 44256  
Contact: Jackie Dobro  
Email: jackiedobro@firedex.com  
Phone: 330-723-0000 375  
Fax: 330-723-0035  
HST#: 20-8033614

## Submission Details

Created On: Wednesday March 18, 2020 13:25:53  
Submitted On: Thursday March 26, 2020 14:26:19  
Submitted By: Jackie Dobro  
Email: jackiedobro@firedex.com  
Transaction #: 7d35f025-7acb-4b86-aa08-c36666c5d5d6  
Submitter's IP Address: 107.214.51.128

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Fire-Dex, LLC
2	Proposer Address:	780 South Progress Drive Medina, OH 44256
3	Proposer website address:	www.firedex.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jackie Dobro Sales Operations Manager 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330) 723-0000 Ext. 375 Cell: (216) 235-2250
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jackie Dobro Sales Operations Manager 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330)723-0000 Ext. 375 Cell: (216) 235-2250
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jordan Smitek Sales Administrator 780 South Progress Drive Medina, OH 44256 jordansmitek@firedex.com (330) 603-1966

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Fire-Dex, headquartered in Medina, Ohio, is a leading manufacturer of head-to-toe protection for first responders. Fire-Dex is a privately held company acquired in 1983 and that has since expanded, acquiring Chieftain Safety Manufacturing in 2008, TECGEN in 2015, and Gear Wash in 2019. Fire-Dex is the fastest growing turnout manufacturing company in the industry over the last 15 years and is a leader in the fire service protective apparel market. Fire-Dex is the only personal protective clothing manufacturer to also produce NFPA 1971 compliant helmets, gloves, hoods, USAR apparel, EMS apparel, and ARFF apparel, all in one factory. NFPA 1971 compliant leather and rubber fire boots are also available. With a strong emphasis on health and safety, Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear while focusing on the continuous improvement of our products and processes. Fire-Dex has an on-site laboratory and uses the efficient Toyota Sewing System, using the youngest fleet of state of the art sewing machines and fabric cutting machines in the industry.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Fire-Dex is solely focused on the fire service and is the only personal protective clothing manufacturer to produce head to toe protection. We would like to offer our full catalog of products which include NFPA 1971 certified turnout gear, boots, gloves, standard knit hoods, particulate barrier hoods, and helmets; NFPA 1999 certified EMS coat & pants, NFPA 1951 & 1999 certified USAR coats & pants, NFPA 1951 & 1977 certified TECGEN51 fatigues, and NFPA 1977 certified Wildland coats, pants & coveralls.

9.	What are your company's expectations in the event of an award?	In the event of an award Fire-Dex would expect to market & use this contract selling to departments across the United States & Canada.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Fire-Dex , LLC is a privately held company. As such these financial statements are extremely confidential and meant to be used specifically for this bid process only. I have included the consolidated financial statements for 2018-2019.
11	What is your US market share for the solutions that you are proposing?	Fire-Dex has an approximate US market share of 15% for the products we are proposing.
12	What is your Canadian market share, if any?	Fire-Dex has an approximate Canadian market share of 3% for the products we are proposing.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Fire-Dex has never petitioned for bankruptcy protection.
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Fire-Dex is a manufacturer that has a dedicated sales team of 14 persons throughout the US. We also have a sales operations team who provides service for contracts and a dedicated customer service team of 8 who service our dealer accounts. We utilize a dealer network throughout the US and Canada who have sales representatives that are employed by each individual dealer.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Fire-Dex is ISO 9001: 2015 certified. Our products are also independently certified at UL or SEI and include NFPA 1971 certified turnout gear, boots, gloves, standard knit hoods, particulate barrier hoods, and helmets; NFPA 1999 certified EMS coat & pants, NFPA 1951 & 1999 certified USAR coats & pants, NFPA 1951 & 1977 certified TECGEN51 fatigues, and NFPA 1977 certified Wildland coats, pants & coveralls.
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any "suspension or debarment" information for our organization, this is not applicable to our company
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Helmets, Footwear, EMS, Wildland, Turnouts, gloves, hoods



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Fire-Dex has received multiple awards throughout the past five years including: SR 2019 Most Valuable Brands Award, Smart Culture Award; Northcoast 99: Fire-Dex Recognized as One of Northeast Ohio's 99 Best Places to Work; In 2017, Crain's Cleveland Business recognized Fire-Dex as value-creating, mid-sized companies in the region; Fire-Dex was 1 of 24 organizations to win the 2017 Smart Business Customer Service Award for demonstrating a commitment to superior customer service;
19	What percentage of your sales are to the governmental sector in the past three years	An estimated 5% of our sales have been to the governmental sector in the past 3 years.
20	What percentage of your sales are to the education sector in the past three years	We estimate that less than 1% of our sales have been to the education sector in the past 3 years.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fire-Dex holds the following contracts with estimated annual sales for the past 3 years as follows: New York Contract: \$500,000 New Jersey Contract: \$1,300,000 Mississippi Contract: \$165,235 Houston-Galveston Area Council Contract: unknown - use of dealers w/their own executed contracts processing orders Buyboard: Awarded & begins April 1, 2020
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fire-Dex does not hold any GSA contracts.

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
San Antonio Fire Department	Lt. Dennis Chavez	210-862-1231
Spotsylvania County Fire	Division Chief Steven Cooper	(540) 507-7561
Seminole County Department of Public Safety	Warehouse Manager Gerald Hutchinson	(407) 665-2585

**Table 5: Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
412th Theater Engineer Command United States Army Reserve	Government	Illinois - IL	Multiple states (bases). Outfitting members to provide firefighting services around the world	Multiple transactions of various products \$65,000 average	In excess of \$500,000
416th Theater Engineer Command United States Army Reserve	Government	Illinois - IL	Multiple states (bases). Outfitting members to provide firefighting services domestically	Multiple transactions of various products \$50,000 average	In excess of \$750,000
New Jersey Task Force 1 - FEMA Urban Search and Rescue team	Government	New Jersey - NJ	Outfitting search and rescue team members to deploy into hazardous environments	45 sets of USAR coats & pants	In excess of \$100,000
New York State Department of Corrections and Community Supervision	Government	New York - NY	Outfitting Corrections Officers with PPE	Multiple transactions of various products	In excess of \$100,000
New York State Office of Emergency Management	Government	New York - NY	Outfitting state Fire Instructors with PPE	Multiple transactions of various products	In excess of \$150,000

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Fire-Dex has an outside sales team of 14 persons located throughout the US and an inside sales team of 2 located in Ohio.
26	Dealer network or other distribution methods.	Fire-Dex utilizes a dealer network that is spread throughout the US & Canada who are employed by each dealer individually.
27	Service force.	Fire-Dex has a customer service team of 8 who service our dealer accounts.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service manager has a team of 7 customer service representatives who have dedicated dealer accounts that they service. Orders are processed in a timely manner and each customer service representative is available by phone or email and responds to these inquiries within 24 hours. Orders are received through email or our FireWriter2 ordering system and processed by the customer service team. Acknowledgements are sent to the distributor as a confirmation of the order with estimated ship dates and orders are invoiced once they have been shipped.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fire-Dex will service the entire United States & Canada.
30	Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Fire-Dex plan to service all Sourcwell Member sectors through the proposed contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that apply to members in Hawaii, Alaska, or US Territories.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We plan to educate our dealer network as well as fire departments through various marketing mediums about the benefits of ordering using this contract. This will include adding a resource to our website, optimizing SEO and implementing an ongoing social media and email strategy to effectively reach our target audience.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fire-Dex plans to add a resource to our website and implementing social media to enhance marketing effectiveness of this contract.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We believe Sourcwell should promote this contract on their website, giving easy access to members searching for the items included in the RFP. Sourcwell should also promote webinars for vendors & members that review the benefits of using a contract such as this in order to easily and effectively purchase the items their departments need. Fire-Dex plans to integrate the Sourcwell contract into our sales process by training our sales team & dealer network on the availability of the contract & creating a simple "how to purchase" guide for using this contract, similar to one we have created for another contract (HGAC) that we use (attached).
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Fire-Dex does not offer e-procurement, however, several of our authorized dealers do.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Fire-Dex has many resources for training available on our website and at our headquarters in Ohio. Our sales team and dealer network are available for training by appointments. These are optional training sessions and the cost of travel to Ohio would be incurred by the attendees, Fire-Dex would provide lodging and meals.
37	Describe any technological advances that your proposed products or services offer.	Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear. Our exclusive outer shell material TECGEN71 is the only outer shell on the market that can be paired with the lightest thermal liners and moisture barriers to create the most lightweight system available.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Fire-Dex recycles at our headquarters located in Medina, OH.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Fire-Dex does not have any of these ratings or certifications related to energy efficiency or conservation.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Fire-Dex does not have any WMBE or SBE certifications.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Fire-Dex is solely focused on the fire service and is the only personal protective clothing manufacturer to produce head to toe protection. The TECGEN71 outer shell material is owned exclusively by Fire-Dex and is lighter, thinner, and more flexible in order to combat with heat stress which is the leading cause of line of duty deaths in the industry.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Fire-Dex has several dealers throughout Canada and 2 Fire-Dex sales representatives that cover that area. Our customer service team has a dedicated representative to process Canadian orders.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Our general warranty covers all of our products.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is valid when products are used as directed.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Fire-Dex warranty would cover shipping costs to return items for any repair work covered under the warranty.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Fire-Dex works with several independent service providers throughout the US and Canada that we authorize to perform repair work under warranty.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Fire-Dex will only warranty items manufactured by Fire-Dex.
48	What are your proposed exchange and return programs and policies?	Fire-Dex does not accept returns or exchanges on custom items unless they are deemed defective. Any stock items can be exchanged or returned with a restocking fee applied.
49	Describe any service contract options for the items included in your proposal.	Fire-Dex does not offer any service contract options in the proposal.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Fire-Dex payment terms are net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Fire-Dex dealers have various financing options available.
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Fire-Dex does not offer a trade-in program for products.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Fire-Dex utilizes a dealer network for processing orders. The member would submit a PO to our dealer who would then submit an order to Fire-Dex for processing. Orders using this contract would be marked accordingly so that accurate record keeping can be kept
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Fire-Dex does not accept the P-card procurement and payment process.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	I have attached our full price list for this proposal which has list pricing. Fire-Dex would like to offer a 45% discount from catalog for all items included in this price list.
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fire-Dex would like to offer a 45% discount from catalog for all items in our price list (attached).
57	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts will be considered on a case by case basis.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Fire-Dex does not offer "sourced" products or related services.
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs other than shipping or freight.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Fire-Dex has offered the same discount off of list pricing structure for all of our awarded contracts (HGAC, BuyBoard, New York State, New Jersey State, Mississippi State)

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Fire-Dex has a web-based quoting system which will have the contract prices available. Customer service will review orders received to ensure the contract prices are accurate & to calculate the administrative fee to Sourcewell. These sales will be compiled for the required quarterly report to Sourcewell.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Fire-Dex proposes a 1% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the contract.

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fire-Dex will review the quarterly report of sales using this contract to determine it's success.
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	Fire-Dex uses lock stitch throughout the gear and on all reflective trim and Velcro, resulting in the trim and Velcro staying in place longer. Fire-Dex uses an integrated sleeve waterwell/wristlets system which does not allow water to run down the arm or for debris to enter through the sleeve. The patented FXR Omni-Dex shoulder provides unrestricted range of motion that virtually eliminates coat rise and reduces stress. The FXR pant is also ergonomically designed for a large range of motion.
68	Describe available options for customization of the products and/or equipment offered in your proposal.	Fire-Dex specializes in custom specified orders with over 90% of orders being fully custom.
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Fire-Dex recommends the use of sizing gear and we have trained our dealers to accurately perform sizing for our products. All sizing will be conducted by an authorized Fire-Dex representative.
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	Fire-Dex and our authorized dealers are available for on-site sales demonstrations, training, and support. We will work with the departments to accommodate their schedule.
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Fire-Dex products are tested at UL and SEI and are NFPA compliant. Our boots are NFPA 1971 & 1992 compliant, our hoods, gloves, helmets, & turnout coats & pants are NFPA 1971 compliant, our EMS coats & pants are NFPA 1999 compliant, our USAR coat & pants are NFPA 1999 & 1951 compliant, our TEGEN51 fatigues are NFPA 1977 & 1951 compliant, and our Wildland coats, pants & coveralls are NFPA 1977 compliant.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 72. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Fire-Dex Financial Documents 2018-2019.pdf - Thursday March 26, 2020 13:42:21
- [Marketing Plan/Samples](#) - HGACBuy- How to Purchase.pdf - Thursday March 26, 2020 13:42:39
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - Warranty.pdf - Thursday March 26, 2020 13:44:14
- [Pricing](#) - 2020 Fire-Dex Consumer Price List - Sourcwell.pdf - Thursday March 26, 2020 14:14:31
- [Additional Document](#) - Master Catalog\_Digital.pdf - Thursday March 26, 2020 13:45:12



**Proposers Assurance of Comp****PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jackie Dobro, Sales Operations Manager, Fire-Dex, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	-
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	-
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	-

2024 Gear Order

<u>Set #</u>	<u>PO</u> <u>Approved</u>	<u>Name</u>	<u>Emp Id</u>	<u>Position</u>	<u>Set #</u>	<u>Notified</u>	<u>Measured</u>	<u>Ordered</u>	<u>Received</u>	<u>Tracker</u> <u>Updated</u>
34				New Hire 4	A					
35				New Hire 5	B					
36				New Hire 5	A					
37				PT 1						
38				PT 2						
39				PT 3						
40				PT 4						
41				PT 5						
42				PT 6						
43				PT 7						
44				Pt 8						
45				PT 9						
46				PT 10						
47				Early Failure 1						
48				Early Failure 2						
49				Early Failure 3						
50				Early Failure 4						
51				Early Failure 5						
52				Early Failure 6						
53				Early Failure 7						
54				Early Failure 8						
55				Early Failure 9						
56				Early Failure 10						

2024 Gear Order

<u>Set #</u>	<u>PO Approved</u>	<u>Name</u>	<u>Emp Id</u>	<u>Position</u>	<u>Set #</u>	<u>Notified</u>	<u>Measured</u>	<u>Ordered</u>	<u>Received</u>	<u>Tracker Updated</u>
1		Asbrock , Ryan	20172	Existing Employee	A					
2		Barnhorst, Ben	20419	Existing Employee	A					
3		Bosko, Stephen	20492	Existing Employee	A					
4		Cheesman, Russell	20432	Existing Employee	B					
5		Cook, Jason	20270	Existing Employee	B					
6		Dodd, Charlie	20546	Existing Employee	B					
7		Doerger, David	20201	Existing Employee	B					
8		Hartwell, Dustin	20444	Existing Employee	B					
9		Kaehler, Joshua	20366	Existing Employee	A					
10		Ludwig, Timothy	20401	Existing Employee	B					
11		Moeves, Josh	20548	Existing Employee	A					
12		Moore, Jeffrey	20221	Existing Employee	B					
13		Newlin , David	20245	Existing Employee	A					
14		Nowicki , Michael	20214	Existing Employee	B					
15		Mohr, Alexandria	20573	Existing Employee	A					
16		Rigsby, Logan	20499	Existing Employee	B					
17		Sikkema, Nicholas	20176	Existing Employee	A					
18		Vinup , Dustin	20301	Existing Employee	B					
19		Ulrey, Joshua	20585	Existing Employee	A					
20		Todd, Condie	20559	Existing Employee	B					
21		Luckey, Eric	20305	Existing Employee	B					
22		Miller, John	20320	Existing Employee	A					
23		Stidham, Brad	20303	Existing Employee	B					
24		Edrington, Jeffrey	20014	Existing Employee	A					
25		Waldroff, Jeremy	20553	Existing Employee	B					
26		Witte, Jason	20426	Existing Employee	A					
27				New Hire 1 (Open)	A					
28				New Hire 1 (Open)	B					
29				New Hire 2 (BC Opening)	A					
30				New Hire 2 (BC Opening)	B					
31				New Hire 3 (Getter Retire)	A					
32				New Hire 3 (Getter Retire)	B					
33				New Hire 4	B					

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Rick L. Prinz, Fire Chief	

<b>Motion:</b>
Motorola Solutions, Inc. - \$21,004.56 - Purchase four APX 4500 Mobile radios (CIP# 1947)

<b>Background:</b>
<p>Traditionally, command staff vehicles, excluding Battalion 70, were not fitted with mobile radios and a center console. Command staff response has increased over the past four years, and fitting the cars with the same radio capabilities as our front-line Battalion Chief vehicle increases communication and allows for a better command environment.</p> <p>Our analysis reveals that each commanding officer responds to an average of one call every three days. Moreover, when Battalion Chief 70 is engaged elsewhere (which occurs 3.5 times daily on average), the command officer is on call. The National Institute of Occupational Safety and Health's line of duty death reports identify lack of incident command and inadequate communications as two of the top five contributors to past death reports. By implementing the proposed upgrades, we can significantly improve our command environment and communication, thereby addressing these critical safety concerns.</p> <p>CIP# 1947 was created for this project in the amount of \$36,000. Four APX 4500 mobile radios will be purchased from Motorola Solutions, Inc. for \$21,004.56 to accomplish the upgrades. No competitive quotes are included as the region's sole source dealer for the Motorola radios that work on the Butler County Regional Interoperable radio system.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1947		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000808	<b>Total Encumbrance:</b>	\$ 21,004.56

Billing Address:  
WEST CHESTER FIRE DEPT  
STATION 71  
W CHESTER FIRE DEPT  
STATION 1  
9119 CINCINNATI DAYTON RD  
WEST CHESTER, OH 45069  
US

Quote Date:02/07/2024  
Expiration Date:05/08/2024  
Quote Created By:  
Julia Cole  
Julia.Cole@  
motorolasolutions.com  
  
End Customer:  
WEST CHESTER FIRE DEPT STATION  
71  
Randy Hanifen  
rhanifen@westchesteroh.org  
  
Contract: 21336 - OHIO, STATE OF

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ Radio Management	RADIO MANAGEMENT				
1	T7914A	RADIO MANAGEMENT ONLINE	1	\$0.00	\$0.00	\$0.00
1a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	3	\$110.00	\$110.00	\$330.00
	APX™ 4500 Enhanced					
2	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	4	\$2,117.44	\$1,545.73	\$6,182.92
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	4	\$216.00	\$216.00	\$864.00
2b	GA09008AA	ADD: GROUP SERVICES	4	\$165.00	\$120.45	\$481.80
2c	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	\$6.00	\$4.38	\$17.52
2d	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4	\$0.00	\$0.00	\$0.00
2e	G996AS	ENH: OVER THE AIR PROVISIONING	4	\$110.00	\$80.30	\$321.20
2f	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	4	\$110.00	\$80.30	\$321.20
2g	G66BF	ADD: DASH MOUNT O2 APXM	4	\$138.00	\$100.74	\$402.96



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2h	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4	\$1,727.00	\$1,260.71	\$5,042.84
2i	GA09000AA	ADD: DIGITAL TONE SIGNALING	4	\$165.00	\$120.45	\$481.80
2j	GA09001AA	ADD: WI-FI CAPABILITY	4	\$330.00	\$240.90	\$963.60
2k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$48.18	\$192.72
2l	G843AH	ADD: AES ENCRYPTION AND ADP	4	\$523.00	\$381.79	\$1,527.16
2m	GA00804AA	ADD: APX O2 CH (GREY)	4	\$541.00	\$394.93	\$1,579.72
2n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00
2o	QA03399AA	ADD: ENHANCED DATA APX	4	\$165.00	\$120.45	\$481.80
2p	GA01767AG	ADD: RADIO AUTHENTICATION	4	\$110.00	\$80.30	\$321.20
2q	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$57.67	\$230.68
2r	W969BG	ENH: MULTIKEY OPERATION	4	\$363.00	\$264.99	\$1,059.96
2s	GA01576AB	ADD: SMA TO QMA ADAPTER	4	\$22.00	\$16.06	\$64.24
2t	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	4	\$47.00	\$34.31	\$137.24
2u	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00

**Grand Total**
**\$21,004.56(USD)**
**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



02/07/2024

WEST CHESTER FIRE DEPT STATION 71  
W CHESTER FIRE DEPT STATION 1  
9119 CINCINNATI DAYTON RD  
WEST CHESTER, OH 45069

RE: Motorola Quote for APX 4500 Mobile  
Dear Randy Hanifen,

Motorola Solutions is pleased to present WEST CHESTER FIRE DEPT STATION 71 with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WEST CHESTER FIRE DEPT STATION 71 with the best products and services available in the communications industry. Please direct any questions to Julia Cole at [Julia.Cole@motorolasolutions.com](mailto:Julia.Cole@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Julia Cole





## WEST CHESTER FIRE DEPT STATION 71

APX 4500 Mobile

02/07/2024

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
MC Equipment, LLC - \$227,828.00 – Purchase and install snow removal equipment for salt trucks (CIP# 1749)

<b>Background:</b>
<p>On February 13, 2024, the Board of Trustees approved the purchase of two 2025 Freightliner cabs and chassis as part of the departmental fleet replacement program.</p> <p>These vehicles now require snow removal equipment up-fitting. The equipment includes a stainless-steel enclosure with a pre-wet pump system, hydraulic stainless steel valve tank, lighting package, trailer hitch, spreader and spray systems, spreader controller, brake controller, and a 10’ snow plow with a trip edge.</p> <p>Prices were solicited for the upfit of equipment and installation. We used State Bids and vendor quotes to compare pricing. After a comprehensive evaluation of the installation and pricing, Community Services recommends purchasing the equipment and installation from MC Equipment, LLC, dba W.A. Jones Truck Bodies and Equipment, for \$113,914.00 per truck.</p> <p>The Community Services Department requests a PO for \$227,828.00 to furnish and install snow removal equipment on two 2025 Freightliner cab and chassis.</p> <p>When complete, the total cost for each 2025 Freightliner salt truck is \$213,315.00.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1749		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	240000845	<b>Total Encumbrance:</b>	\$ 227,828.00

1/3/2024

**West Chester Twp**

Attn: Doug Pyle

9577 Beckett Rd

West Chester, OH 45069

RE: Dump Body and Tailgate Spreader Quote

Per Aebi Schmidt/Monroe SourceWell Contract# 062222-AEB

**Snow Plow**

**Monroe Model MP39R10 10'x39" Reversible Snow Plow**

Trip Edge Moldboard with Torsion Trip Springs

Gloss Black Steel Moldboard

(6) ½"x3" Flame Cut Reinforcing Ribs

Full Width 4"x4"x3/8" Pushframe

(6) Moldboard to Pushframe Pivot Points

4"x4"x3/4" Bottom Angle

4"x10" Double Acting Reversing Cylinders

2" Greasable King Pin

Cushion Valve to Protect Angling Cylinders

10'x5/8"x8" Standard Highway Punch Cutting Edge

Plow Markers

Rubber Snow Deflector

Parking Jack Installed

Pin and Loop Hitch with

Plow Installed 100% To Your Specifications-No Exceptions

**Plow Hitch**

**Monroe QCP/FLA Plow Hitch**

Low Profile with Fold Flat Lift Arm

Telescopic Lift Arm-Built in Level Lift

4" Lift Cylinder

Heavy 5/8" Sideplates

Hitch Installed As Close to Grill As Possible

Heavy Duty Channel Bumpers

Plow and Hitch Fully Compatible with Existing Fleet

Primed, Painted, and Installed

Hitch Installed 100% To Your Specifications-No Exceptions

## Central Hydraulic System

### **Bosch Rexroth Load Sense System-Closed Loop System**

Chelsea 280 Wet Spline Hot Shift PTO  
Rexroth 80CC Load Sense Piston Pump  
Push/Pull Cable Controls  
Rexroth CS550 Electric Spreader Controller  
Stainless Steel Valve Mount Tank Installed Drivers Side  
Stainless Steel Hydraulic Lines Run to Front and Rear  
JIC Style Compression Fittings  
½" Stainless Steel Quick Couplers  
Hydraulic System Tested and Pre-Calibrated  
Final Calibration Upon Delivery  
Central Hydraulic System Installed 100% To Your Specifications-No Exceptions

## Dump Body

### **Monroe 10' Stainless Steel Dump Body**

7 Gauge 304 2B Finish Stainless Steel Construction  
Entire Body Continuously Welded  
Crossmemberless Understructure  
¼" AR450 Floor  
30" Sides  
Single Horizontal Weld on Side Brace Per Side  
Dirt Shedding Lower Rub Rail  
Grip Strut Walk rail Both Sides  
38" Tailgate  
Double Horizontal Weld on Tailgate Braces  
Single Coal Chute in Center of Tailgate  
Flame Cut Tailgate Hardware  
Double Acting Air Release Tailgate  
3 Obround Light Holes in Each Rear Corner Post  
22"x84" Stainless Steel Cabshield with Light Boxes Fully Welded  
Stainless Steel Pull Out Ladder Installed Drivers Side  
(2) Stainless Grab Handles  
Dump Body Installed 100% To Your Specifications-No Exceptions

## Hoist

### **Mailhot CS90DA Telescopic Hoist**

NTEA Class 50  
Full Double Acting

12" Doghouse in Body  
Formed Stainless Steel Longsills  
No Subframe-Cut In Rear Hinge (lowest possible mounting height)  
Hoist Installed 100% To Your Specifications-No Exceptions

## Spreader

### **Monroe Model MS966 Undertailgate Spreader**

7 Gauge 201 Stainless Steel Construction  
¾" End Plates  
6" Auger-5:1 Gearcase Drive  
Speed Sensor Built in Auger Motor  
Far Left Hand Discharge  
Self Leveling 18" Poly Spinner Disc  
Spray Hose at Spinner  
Spreader Installed 100% To Your Specifications-No Exceptions

## Pre Wetting System

### **Monroe 100 Gallon Frame Mounted Pre Wet Tank**

Stainless Steel Mounting Hardware  
Rexroth Closed Loop Pre Wet Pump  
Flowmeter and Feedback Cable  
Liquid Applied Through Spray Hose at Spinner  
Flush Kit  
Pre Wet System Installed 100% To Your Specifications-No Exceptions

## Electrical

ABL Heated LED Plow lights Mounted on Hood with Stainless Brackets  
SoundOff Signal LED Strobe Package  
(3) Green LED Strobe Lights Installed in Cabshield (Alternating Pattern)  
(3) Clear LED Strobe Lights Installed in Cabshield (Alternating Pattern)  
(1) Green and (1) Clear LED Strobes Mounted in Rear Corner Posts  
(2) LED Stop/Tail/Turn Lights Mounted in Rear Corner Posts  
(2) LED Back Up Lights Mounted in Rear Corner Posts  
(2) 3000 Lumen Heated LED Spinner Lights  
Body Up Light with Proximity Switch Installed  
Power Distribution Panel Installed inside back of cab  
97 DB Back Up Alarm

Home Run Wiring with no splices  
No Rear Junction Box  
All Wiring Connections Soldered and Covered with Heat Shrink Connectors  
All Wiring Installed on Stainless Backbone  
Wiring Schematic Furnished Upon Completion  
Electrical System Installed 100% To Your Specifications-No Exceptions

## **Pintle Plate**

3/4" Pintle Plate Fully Welded  
20 Ton Pintle Hook  
6 PIN Trailer Plug  
(2) 1" D-Rings Installed  
Chassis OEM Taillights Installed Outside of Pintle Plate

## **Miscellaneous**

OnSpot Automatic Tire Chains  
Cougar DC3500 Dump Body Vibrator  
Takonsha Voyager Electric Trailer Brake Controller  
10" Oak Sideboards Painted Black  
Red and White Reflective Tape on Lower Rub rails and Tailgate  
Chassis Frame Rails and Underside of Dump Body Undercoated  
Full Poly Fenders with Stainless Brackets  
Rear Mudflaps With Stainless Steel Hinged Brackets

**Total Package Price \$113,914.00**

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PURCHASE ORDER #: \_\_\_\_\_

DATE: \_\_\_\_\_

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires an 84" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett  
Municipal Sales Representative  
614-595-7394 mobile  
[paulsackett@wajonestruckequipment.com](mailto:paulsackett@wajonestruckequipment.com)



# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Precision Mulching, Inc. - \$62,100.00 – Purchase and install mulch for various township landscape areas and round-a-bouts

<b>Background:</b>
<p>The Community Services Department applies mulch throughout the Township annually. The mulch is one to one and a half inches thick and covers the existing material.</p> <p>Using a contractor for mulch placement is a cost-effective strategy. The wear and tear on equipment, time involved, and employee safety, especially as it relates to working in the Landscape District for lengthy periods of time, are all reasons that the Community Services Department recommends contracting this activity to a company with the equipment and expertise to complete the task in a timely manner.</p> <p>By quoting the work as material in place (equipment and labor included), we can keep the overall cost down and the time frame for completion to a minimum. Historically, our staff has taken several weeks to complete the work by hand. In contrast, a contractor like Precision Mulching Inc. can finish the task in just a few days, thanks to their specialized tools and experience. This saves time, ensures a more uniform installation, and minimizes waste.</p> <p>After soliciting several quotes, the Community Services Department recommends that Precision Mulching Inc. complete the work.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000837	<b>Total Encumbrance:</b>	\$ 62,100.00





## PRECISION MULCHING, INC

P.O. Box 17458  
Cleveland Oh. 44117  
Tel. (216) 692-1650  
Fax. (216) 692-2801

## PROPOSAL

<b>SUBMITTED TO:</b> City of West Chester	<b>PROPERTY CONTACT</b> Brian Adkins	<b>DATE</b> 2-05-2024
<b>STREET</b> 9577 Beckett Rd. Suite 900	<b>PROPERTY NAME</b> Various Properties for City	<b>MAP CODES</b>
<b>CITY, STATE AND ZIP CODE</b> West Chester, Ohio 44288	<b>PROPERTY LOCATION</b> West Chester, Ohio	<b>COUNTY</b>
<b>SALES CONTACT</b> Pat Campolieti	<b>CONTACT PHONE</b> 513-464-2612	<b>CONTACT FAX</b>

### EXPRESS BLOWER SERVICE

We propose to furnish our Express Blower Service to INSTALL Double Shredded Dyed Black Mulch into beds and areas designated by City of West Chester. Approximately 1" of material minimum and 2" of material maximum were needed. Precision Mulching will supply material, installation and cleanup of areas mulched. Material to be delivered at Service Dept Area, Loader provided by West Chester to Load Material. Installation of mulch will take 4 to 6 Days to complete, weather permitting.

- \* I-75 Union Centre Interchange (2 on Ramps, 2 exit Ramps)
- \*Cemetery
- \*Pocket Park
- \*Mulhauser Barn
- \*Firehouse 4
- \*Firehouse 2
- \*Firehouse 5
- \*Beckett Park
- \*Keehner Park
- \*Firehouse 1
- \*Administration Building / Communications Ctr
- \*Union Centre Rd. / Southside by Pond / 4 corner beds
- \*Safety & Services Center Buildings
- \*Clock Tower / Circle / Streetscape (e. Dingle House Bldg.)
- \*RoundABOUTS (5 total)

Total Yards for All Properties is 1150 Cubic Yards at 1" application. (Total for 4 Fire Depts is 25 cubic yards Billed Separately)

Precision Mulching will also give a 2% Discount for Payment UPON COMPLETION

Per Cubic Yard Price is \$54.00. Net 0 2% Discount is \$52.92 per Cubic Yard.

Upon Completion Quantity of Material will be Billed to Actual Quantity Applied

Payment Terms: **Upon Completion Net 0 2%**

All material is guaranteed to be as specified. All work to be completed in A workmanlike manner according to specifications submitted, per standard Practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon verbal or written orders, and will become an extra charge over and above the agreement. All agreements contingent upon delays beyond our control. Our workers are full covered by Workman's Compensation Insurance.

Authorized Signature **Pat Campolieti**

Note: This proposal may be withdrawn by us if not accepted within 15 days.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are herein accepted. You are authorized to do work as specified. Payment will be made as indicated above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Smith Garage Equipment - \$59,696.70 – Purchase tire changer and balancer (CIP# 1938)

<b>Background:</b>
<p>As a part of our equipment replacement program, the Community Services Department would like to request that the Board approve the purchase of a tire changer and balancer (CIP # 1938). Due to age, Community Services is replacing a 2008 tire changer and a 2011 wheel balancer.</p> <p>The Community Services Department budgeted \$65,000.00 for the tire changer and balancer. Smith Garage Equipment was chosen for state bid pricing.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A; CIP		
	<b>CIP #:</b>	1938		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000849	<b>Total Encumbrance:</b>	\$ 59,696.70



# QUOTE

## Smith Garage Equipment, Inc.

331 Versailles Rd  
 Frankfort, KY 40601  
 (844) 649-5897  
[smithgarageequipment@outlook.com](mailto:smithgarageequipment@outlook.com)

QUOTE NO. PS-WTCG-1  
 DATE 2/29/2024  
 SALES REP Pete Schackmann  
 PHONE NO. 513-484-0562  
 EMAIL ADDRESS [ohiohuntersales@gmail.com](mailto:ohiohuntersales@gmail.com)

<b>BILL TO:</b>	<u>WEST CHESTER TWP. GARAGE</u>	<b>SHIP TO:</b>	<u>SAME</u>
<b>ADDRESS</b>	<u>9577 BECKETT ROAD</u>		
<b>CITY, ST ZIP</b>	<u>WEST CHESTER , OHIO 45069</u>		
<b>PHONE NO.</b>	<u></u>		
<b>CONTACT</b>	<u>DOUG PYLE</u>		
<b>EMAIL</b>	<u></u>		

<b>PURCHASE ORDER NO.:</b>	<b>SHIP VIA:</b>	<b>PAYMENT TERMS:</b>	<b>METHOD OF PAYMENT:</b>
		Due Upon Receipt	

QTY.	PART NO.	MANUFACTURER	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	TCX635HD	HUNTER	HD TIRE CHANGER		20,423.88
1	RP11-8-12100040	HUNTER	TCX6XX RAMP		241.66
1	HDE32	HUNTER	HD ELITE BALANCER		19,540.03
1	20-3758-1	HUNTER	TRUCK/CAR SUPER SET		5,000.53
1	TCX53HW	HUNTER	HD TABLE TOP T/C W/ WH. LIFT		11,257.79
1	20-3677-1	HUNTER	7 COMPARTMENT SHELF		432.63
1	RP11-8-11100378	HUNTER	SMALL WHEEL DEMOUNT HEAD		331.11
1	2250	BRANICK	5 BAR TIRE CAGE		700.58
1	40-0075	BRANICK	BLOCKHEAD INFLATION STATION		423.11
1	04-0143	BRANICK	BLOCKHEAD MOUNT/TIRE CAGE		26.50
1	RP11-8-11100402	HUNTER	EXPANDER/REDUCER FOR TCX53		\$0.00
				<b>SUBTOTAL</b>	<b>\$58,377.82</b>
				<b>LIFT GATE NEEDED?</b> YES	<b>FREIGHT</b> \$1,318.88
<b>Approved By:</b> _____				<b>SUBTOTAL</b>	<b>\$59,696.70</b>
<b>Date:</b> _____				<b>STATE TAX</b>	<b>EXEMPT</b>
<b>COUNTY NAME:</b> _____				<b>CITY TAX</b>	
<b>TAX EXEMPT</b>				<b>COUNTY TAX</b>	
				<b>TOTAL DUE</b>	<b>\$59,696.70</b>

\*Terms are due upon receipt. A 1.5% service charge will be assessed on past due balance.

\*Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. The seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**Please remit payment to 331 Versailles Road, Frankfort, KY 40601**

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Green Climber of North America, Inc. - \$43,945.00 – Purchase Slope Mower (CIP# 1916)

<b>Background:</b>
<p>The Community Services Department requests that the Board approve the purchase of a Ray-B-Torpedo slope mower to allow for the safe mowing of the outer slopes of the Union Centre Boulevard interchange with I-75.</p> <p>The Community Services Department budgeted \$100,000.00 for the mower. Green Climber of North America, Inc. dba Raymo was chosen for state bid pricing.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A; CIP		
	<b>CIP #:</b>	1916		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000848	<b>Total Encumbrance:</b>	\$ 43,945.00



Raymo

# Quote

#EST63  
2/26/2024

**Bill To**

City of Westchester, OH  
Attn: Doug Pyle  
9577 Beckett Road, Suite 900  
West Chester, OH 45069

<b>TOTAL</b>
<b>\$43,945.00</b>
<b>Expires: 4/26/2024</b>

Expires	Exp. Close	Memo	Partner	Shipping Method
4/26/2024	2/26/2024			

Quantity	Item	Options	Rate	Amount
1	<b>RAY-B-TORPEDO</b> Tool Carrier Main carrier 4WD (charger and wheels not included)			\$16,585.00
1	<b>RAY-B-CFG-AT</b> AT Wheels Set (2 x Wheel + 2 spacers) Install on Torpedo's			\$767.00
1	<b>RAY-B-ACC-HEADLIGHTS</b> HEADLIGHTS / ACCESSORY			\$221.00
1	<b>RAY-B-CART EL-150</b> Electric drive Cartridge (incl. 150Ah battery), HS: 85076000			\$10,710.00
1	<b>RAY-B-R48CRAFT</b> Mower deck R48CCRAFT cutting deck, HS: 84339000			\$8,056.00
1	<b>G0070</b> Raymo Flexi Spike 7" 3R, Sold Per Set			\$2,436.00
1	<b>E2170</b> CHARGER 15A			\$650.00
1	<b>RAY-CHG-25A</b> Charger Delta-Q CAN 110/230V/25A			\$1,280.00
1	<b>B320300</b> Blade Kit for the R48 Craft Mower Deck: B320100 (Orange) - Qty 1 B320200 (Black) - Qty 2			\$310.00
1	<b>RAY-B-R14SFINX-R</b> RIGHT SIDE - Post Mower attachment			\$2,930.00

<b>Subtotal</b>	\$43,945.00
<b>Tax Total (0%)</b>	\$0.00
<b>Total</b>	<b>\$43,945.00</b>



EST63

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Butler County Engineer’s Office - \$17,360.76 – Reimburse 2023 costs for traffic signal mast arms

<b>Background:</b>
In February 2004, the Board approved Resolution 06-2004, which authorizes West Chester Township to enter into a traffic signal mast arm maintenance agreement with the Butler County Board of Commissioners through and on behalf of the Butler County Engineer. Per that agreement, the Butler County Engineer’s Office has requested reimbursement for 2023 maintenance of \$17,360.76 for repairs of mast arms throughout the Township.

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000839	<b>Total Encumbrance:</b>	\$ 17,360.76

**West Chester Township Signal Maintenance**

1/01/2023 to 12/31/2023

<b>Inv. No.</b>	<b>Date</b>	<b>Intersection</b>	<b>Description</b>	<b>Cost</b>
S-6453	1/27/23	UCB & Muhlhauser	Replaced LED driver in illuminated signs	\$570.31
S-6456	2/20/23	UCB @ Various	Inspected illuminated signs	\$822.54
S-6537	2/24/23	UCB & Allen	Repaired Illuminated signs	\$1,438.45
S-6638	05/02/23	Hamilton Mason @ Mauds Hughes	Power issue - Troubleshooting controller (split maintenance w Liberty Twp)	\$573.95
S-6673	5/25/23	Port Union & LeSaint	Labor to install Matrix Radar (units from inventory) to replace damaged loops (50% share w/ BCEO)	\$980.29
S-6677	5/26/23	Tylersville & I-75 SB Ramp	Replaced emergency preemption sockets & lamps	\$190.43
iA-3371	6/16/23	Port Union & LeSaint	Replaced damaged loops with stop bar Matrix Radar System (50% share w/ BCEO)	\$5,950.00
S-6787	07/06/23	Hamilton Mason @ Mauds Hughes	Power outage - Re-programmed controller (maintenace split with Liberty Twp)	\$156.57
S-6936	07/11/23	Hamilton Mason @ Mauds Hughes	Added NB/SB 5-section heads & programmed new phasing (split maintenance w/ LibertyTwp)	\$2,241.50
S-6865	8/1/23	Tylersville & Cox	Replaced 2 emergency preemption bulbs (WCFD)	\$208.76
S-6955	09/07/23	Various	Annual Inspection	\$626.28
S-6988	09/22/23	Hamilton Mason @ Mauds Hughes	Reprogrammed detector phasing (split maintenance w/ Liberty Twp)	\$78.29
S-6998	10/15/23	Various UCB intersections	Replaced bulbs with LED equivalent in 4 left turn illuminated signs	\$2,106.37
S-7101	11/02/23	Hamilton Mason @ Mauds Hughes	Detection issue - Programmed Matrix radar unit zone (split maintenance w/ Liberty Twp)	\$78.29
S-7189	12/12/23	Various UCB area intersections	Replaced fuses & lamps in illuminated signs	\$1,338.74
				<b>\$17,360.76</b>



ISSUER

# INVOICE

BUTLER COUNTY ENGINEER  
ENGINEER  
1921 FAIRGROVE AVE  
HAMILTON, OH 45011

<b>Invoice Date</b>	<b>Invoice No.</b>
02/13/2024	26716471
<b>Customer Number</b>	
260108	
<b>Invoice Total Due</b>	
\$17,360.76	
<b>Amount Paid</b>	

**Due Upon Receipt**

WEST CHESTER TOWNSHIP  
9577 BECKETT ROAD  
WEST CHESTER, OH 45069

2023 TRAFFIC SIGNAL MAINTENANCE  
01/01/2023 TO 12/31/2023

**PurchOrder**

**Invoice Date:** 02/13/2024

**Customer Number:** 260108

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
TRAFFIC SIGNAL MAINT	1	\$17360.76	EACH	\$17,360.76	\$0.00	\$0.00	\$17,360.76
PLEASE MAKE CHECKS PAYABLE TO "BUTLER COUNTY TREASURER".							
PLEASE INCLUDE BILL NUMBER(S) ON ALL PAYMENTS.							

**PLEASE RETURN BOTTOM PORTION WITH PAYMENT**

<b>Please Reference the Above Invoice Number with your Payment</b>	<b>Invoice Total:</b>	<b>\$17,360.76</b>
--------------------------------------------------------------------	-----------------------	--------------------

**Mail your remittance to:**

BUTLER COUNTY ENGINEER  
ENGINEER  
1921 FAIRGROVE AVE  
HAMILTON, OH 45011

<b>Invoice Date</b>	<b>Invoice No.</b>
02/13/2024	26716471
<b>Customer Number</b>	
260108	
<b>Invoice Total Due</b>	
\$17,360.76	
<b>Amount Paid</b>	
\$0.00	

**Due Upon Receipt**

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Business Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve 2024 Gold Sustaining Sponsorship of \$10,000.00 to the West Chester Liberty Chamber Alliance; and, authorize Township Administrator to sign Memorandum of Understanding setting the terms for the investment

<b>Background:</b>
<p>In 2001, the West Chester Liberty Chamber Alliance instituted a Sustaining Sponsorship program to allow members the opportunity to invest in the local Chamber while receiving cost benefits. West Chester Township has been a sustaining member, at some level, since 2001.</p> <p>The Chamber requests the Board’s consideration to participate as a Gold member in 2024. The 2024 Operational Budget assessed the Township’s financial contributions to service organizations. The Chamber has been funded at the Gold Sponsorship level (\$10,000.00) since 2019.</p> <p>The \$10,000.00 contribution promotes the Township at Chamber events and in Chamber publications. The attached proposal outlines the sustaining sponsorship benefits for 2024.</p> <p>Thank you for your consideration.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	24000882	<b>Total Encumbrance:</b>	\$ 10,000.00

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO  
AND THE WEST CHESTER-LIBERTY CHAMBER ALLIANCE**

This Memorandum of Understanding (“MOU”) is made and entered into as of this 12 day of March 2024 (the “MOU Effective Date”) by and between **WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO**, (the “Township”), and the **WEST CHESTER-LIBERTY CHAMBER ALLIANCE** (the “Chamber”) as follows:

**WHEREAS**, as a member of the Ohio Chamber of Commerce & the U.S. Chamber of Commerce, the Chamber has been connecting people with possibilities since 1976; and

**WHEREAS**, a partnership with the Chamber offers success geared to businesses and organizations looking for growth in the West Chester & Liberty Township areas, as well as the I-75 Growth Corridor; and

**WHEREAS**, with a **West Chester-Liberty Chamber Alliance Gold Sustaining Sponsorship** West Chester will have a presence in Chamber programs and events throughout 2024; and

**WHEREAS**, the *Gold Sustaining Sponsorship* is official recognition that West Chester supports the initiatives and services that the Chamber provides to member businesses and organizations.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. As a **West Chester-Liberty Chamber Alliance Gold Sustaining Sponsor**, West Chester is offered benefits described in Attachment A and summarized as follows:
  - A. Annual Celebration, Event Sponsor – February 29, 2024
  - B. Regional Business Expo, Booth Participant – July 16, 2024
  - C. Email Blast – Two dedicated Email Blast – May and August
  - D. Social Media – Vide Facebook Instagram – June
  - E. Leadership 21 – Class of 2024 – Full Scholarship
  - F. A representative from the Chamber will attend West Chester Board of Trustee meetings on two occasions in 2024 (date TBD) and provide

business engagement numbers to the Board demonstrating their value to the township

- 2. In consideration of the benefits offered by the Chamber, West Chester Township Board of Trustees will become a Gold Sustaining Sponsor and remit \$10,000.00 to The Chamber.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the date first written above.

**On behalf of the West Chester  
Township Board of Trustees**

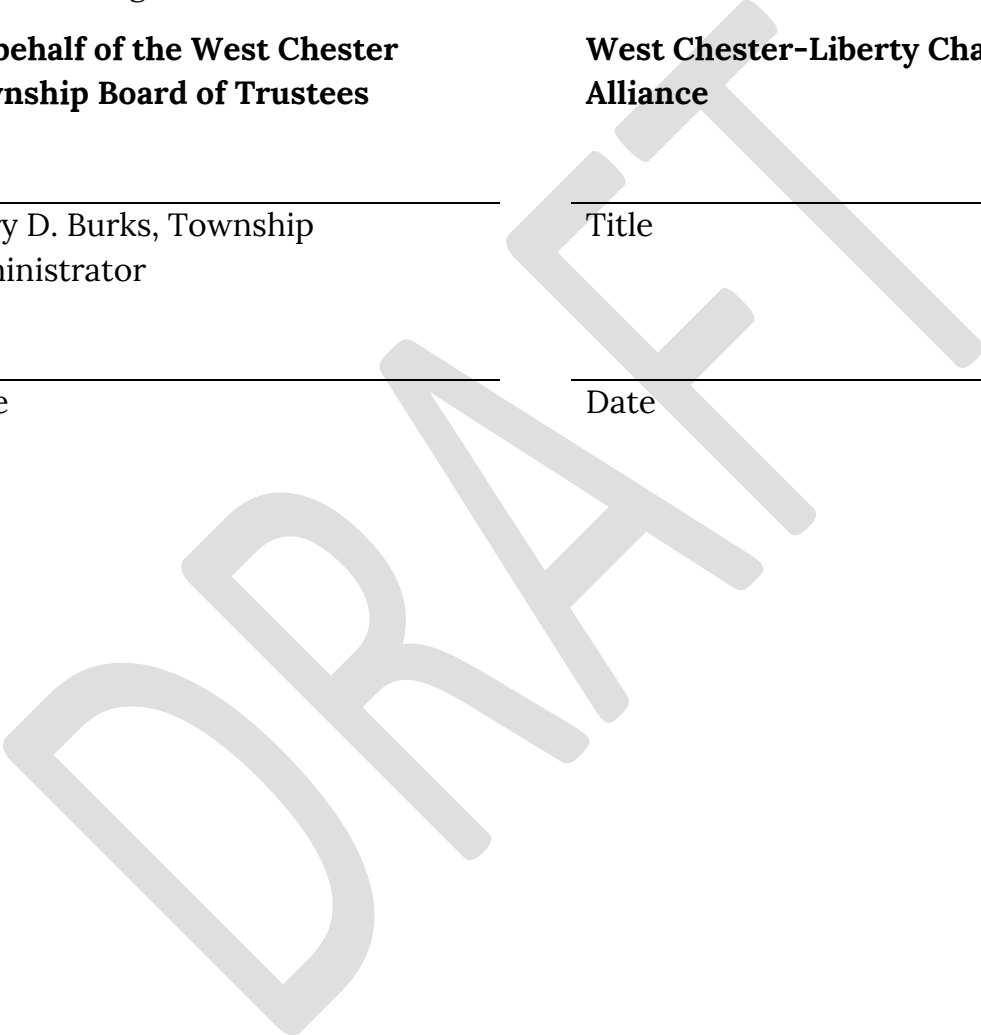
**West Chester-Liberty Chamber  
Alliance**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# 2024 SUSTAINING SPONSORSHIP PROGRAM



Company: West Chester Twp.

Total Points 40

Annual Investment \$10,000

Thank you for considering being a West Chester • Liberty Chamber Alliance Sustaining Sponsor. This investment is in addition to your annual membership and will provide you with a presence with other premium organizations in the region at The Chamber Alliance events and programs throughout 2024.

✓ Sustaining Sponsorship Benefits
<p><b>Your organization will be recognized:</b></p> <ol style="list-style-type: none"> <li>1. On our website, <i>TheChamberAlliance.com</i>, with your logo and link to your website</li> <li>2. On our Sponsorship Wall prominently located in The Chamber Alliance office lobby</li> <li>3. In WCLCA publications</li> <li>4. At our SSP Recognition Luncheon on October 8, 2024</li> <li>5. Logo displayed digitally on information board in the Chamber lobby as well as at luncheons</li> <li>6. At all signature events and MANY MORE</li> </ol>

As a Sustaining Sponsor, please select and allocate your points for the year below.

## Signature Event Sponsorships

points		Annual Celebration   February 29th, 2024 (LEAP DAY)
20	<input checked="" type="checkbox"/>	<p><b>Presenting Sponsorship</b> <i>(Exclusive to 3 Sponsors)</i></p> <ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Digital promotional opportunity for your organization at event and on all marketing</li> <li>• Opportunity to present at event</li> <li>• Logo and verbal recognition</li> <li>• Table of 8 with signage</li> </ul>
10	<input type="checkbox"/>	<p><b>Event Sponsorship</b> <i>(Exclusive to 6 Sponsors)</i></p> <ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Logo and verbal recognition at event and on all marketing</li> <li>• 4 event registrations</li> </ul>
2	<input type="checkbox"/>	<p><b>Reception Sponsorship</b></p> <ul style="list-style-type: none"> <li>• Verbal recognition during event</li> <li>• 2 event registrations</li> </ul>
points		Regional Business Expo   July 16, 2024
20	<input type="checkbox"/>	<p><b>Presenting Sponsorship</b> <i>(Exclusive to 3 Sponsors)</i></p> <ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Digital promotional opportunity for your organization at event and on all marketing</li> <li>• Premier Booth/Premier Location</li> <li>• Logo on banner displayed at event</li> <li>• Logo in EXPO guide and on website</li> <li>• Digital displays at location</li> </ul>

10		<b>Event Sponsorship</b> <i>(Exclusive to 6 Sponsors)</i>
		<ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Premier Booth</li> <li>• Logo on banner displayed at event</li> <li>• Name in the EXPO guide and on website</li> </ul>
3		<b>Booth Participant</b>
		<ul style="list-style-type: none"> <li>• Standard Booth</li> <li>• Name in the EXPO guide and on website</li> </ul>
points	✓	<b>Annual Golf Outing – WCLCA Open @ Four Bridges Country Club   September 30, 2024</b>
20		<b>Presenting Sponsorship</b> <i>(Exclusive to 3 Sponsors)</i>
		<ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Logo on banner displayed at Clubhouse and on website</li> <li>• Exclusive hole sponsorship</li> <li>• Golf Foursome</li> </ul>
10		<b>Event Sponsorship</b> <i>(Exclusive to 6 Sponsors)</i>
		<ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Half hole sponsorship</li> <li>• Logo on banner displayed at Clubhouse and on website</li> <li>• Golf Foursome</li> </ul>
6		<b>Golf Foursome Participant</b>
		<ul style="list-style-type: none"> <li>• Quarter hole sponsorship</li> <li>• Name on website</li> <li>• Golf Foursome</li> </ul>
points	✓	<b>Annual Women of Excellence   November 22, 2024</b>
20		<b>Presenting Sponsorship</b> <i>(Exclusive to 3 Sponsors)</i>
		<ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Digital promotional opportunity for your organization</li> <li>• Opportunity to present at event</li> <li>• Logo and verbal recognition</li> <li>• Table of 8 with signage</li> </ul>
10		<b>Event Sponsorship</b> <i>(Exclusive to 6 Sponsors)</i>
		<ul style="list-style-type: none"> <li>• Website advertisement</li> <li>• Logo and verbal recognition</li> <li>• 4 event registrations</li> </ul>
2		<b>Reception Sponsorship</b>
		<ul style="list-style-type: none"> <li>• Verbal recognition during event</li> <li>• 2 event registrations</li> </ul>

<b>1</b>		<b>Women of Excellence Alumnae Spring Gathering</b> <i>(Exclusive to 1 Sponsor)</i>	
		<ul style="list-style-type: none"> <li>· Verbal recognition during event</li> <li>· Logo on marketing and announcement materials</li> </ul>	
<b>1</b>		<b>Women of Excellence Alumnae Summer Gathering</b> <i>(Exclusive to 1 Sponsor)</i>	
		<ul style="list-style-type: none"> <li>· Verbal recognition during event</li> <li>· Logo on marketing and announcement materials</li> </ul>	

### Monthly Event Sponsorships

points	<input checked="" type="checkbox"/>	<b>Women 4 Women Sponsor</b>   1st Friday of every month from 8:00-9:30am (except holidays)	
<b>4</b>		<b>Annual Sponsorship Women's event - Maximum 4 sponsors First Come/First Served</b>	
		<ul style="list-style-type: none"> <li>· Verbal recognition and logo during each event</li> <li>· Logo on promotional materials, email blasts, etc.</li> </ul>	
<b>1</b>		<b>Monthly Sponsorship Women's event - Maximum 1 sponsor/month</b>	
		<ul style="list-style-type: none"> <li>· Verbal recognition and logo during sponsored month</li> <li>· Logo on promotional materials, email blasts, etc.</li> </ul>	
<b>3</b>		<b>Sixty-Second Connect</b>   4th Tuesday of every month from 12-1pm	
		<b>Monthly Lunch Sponsorship</b> <ul style="list-style-type: none"> <li>· Verbal recognition and logo during each event</li> <li>· Logo on promotional materials</li> </ul>	<ul style="list-style-type: none"> <li>· Opportunity to host event</li> </ul>
		Preferred Month <input style="width: 150px;" type="text"/>	2nd Choice <input style="width: 150px;" type="text"/>
<b>3</b>		<b>Luncheon Sponsor Maximum 3 sponsors/month</b>	
		<b>Filled by first come, first served   Jan, March, April, June, Aug, Sept, Oct, Dec</b>	
		Preferred Month <input style="width: 150px;" type="text"/>	2nd Choice <input style="width: 150px;" type="text"/>
		<ul style="list-style-type: none"> <li>· Skirted display table</li> <li>· Table of 8</li> </ul>	<ul style="list-style-type: none"> <li>· Logo on screen and verbal recognition</li> <li>· 75 word description read during announcements</li> </ul>
<b>2</b>		<b>Luncheon Corporate Table</b>	
		<b>Filled by first come, first served   Jan, March, April, June, Aug, Sept, Oct, Dec</b>	
		Preferred Month <input style="width: 150px;" type="text"/>	2nd Choice <input style="width: 150px;" type="text"/>
		<ul style="list-style-type: none"> <li>· Table of 8</li> <li>· Your organization's name on the video screen and mention during the luncheon</li> </ul>	
<b>1</b>		<b>Display Table</b>	
		<b>Filled by first come, first served   Jan, March, April, June, Aug, Sept, Oct, Dec</b>	
		Preferred Month <input style="width: 150px;" type="text"/>	2nd Choice <input style="width: 150px;" type="text"/>

<b>2</b>		<b>Membership Orientation   Date TBD</b>
	Preferred Quarter	<input style="width: 150px;" type="text"/>
	2nd Choice	<input style="width: 150px;" type="text"/>
	<ul style="list-style-type: none"> <li>· Verbal recognition and logo during event</li> <li>· Logo on promotional materials</li> <li>· Opportunity to host event at your location on assigned date</li> </ul>	

**Online Media Advertising**

points	<input checked="" type="checkbox"/>	<b>Website</b>
<b>4</b>		<b>Annual Website Sponsor (Limit 6)</b>
	· Your logo & link to your website on the home page of the Chamber website	
<b>2</b>		<b>Annual Sponsorship of "The Photo Wall" (limit 4)</b>
	· Logo with link to your website	
<b>2</b>		<b>Quarterly Member Spotlight (Limit 2 per quarter)</b>
	· Your photo or logo, 100 words about your organization and link to your website on the Member Spotlight page	
	1st Quarter	2nd Quarter
	3rd Quarter	4th Quarter
	Preferred quarter(s) _____	
<b>1</b>		<b>Website Banner Ad</b>
	· Your logo & link to your website on the home page of the Chamber website	
	1st Quarter	2nd Quarter
	3rd Quarter	4th Quarter
points	<input checked="" type="checkbox"/>	<b>Digital Marketing</b>
<b>1</b>		<b>Digital Display</b>
	· Ad on rotating information board in Chamber Lobby	
	1st Quarter	2nd Quarter
	3rd Quarter	4th Quarter
	Preferred quarter(s) _____	
<b>2</b>		<b>Digital Ad</b>
	· Ad on rotating information board in Chamber Lobby plus Digital Monitor Display at Chamber Monthly Events	
	1st Quarter	2nd Quarter
	3rd Quarter	4th Quarter
	Preferred quarter(s) _____	



## Online Media Advertising

points	✓	<b>Email</b>				
2	X	<b>Two Dedicated Email Blasts</b>				
		<ul style="list-style-type: none"> <li>Your company's exclusive email sent to The Chamber's database</li> </ul> <table border="1"> <tr> <td>1st Month</td> <td>May</td> <td>2nd Month</td> <td>August</td> </tr> </table>	1st Month	May	2nd Month	August
1st Month	May	2nd Month	August			
2		<b>Chamber Email Sponsor - (Banner Ad - Limit 1 per month)</b>				
		<ul style="list-style-type: none"> <li>Banner ad with link on Chamber emails for one month</li> </ul> <table border="1"> <tr> <td>Preferred Month</td> <td></td> <td>2nd Choice</td> <td></td> </tr> </table>	Preferred Month		2nd Choice	
Preferred Month		2nd Choice				
1		<b>Chamber Email Sponsor - (Logo - Limit 1 per month)</b>				
		<ul style="list-style-type: none"> <li>Logo on Chamber email for one month</li> </ul> <table border="1"> <tr> <td>Preferred Month</td> <td></td> <td>2nd Choice</td> <td></td> </tr> </table>	Preferred Month		2nd Choice	
Preferred Month		2nd Choice				
points	✓	<b>Social Media</b>				
2	X	<b>Facebook/Instagram Video Post - :15 seconds</b>				
		<table border="1"> <tr> <td>Preferred Month</td> <td>June</td> <td>2nd Choice</td> <td>September</td> </tr> </table>	Preferred Month	June	2nd Choice	September
Preferred Month	June	2nd Choice	September			

## Professional Development Sponsorships

points	✓	<b>Leadership 21 –Class of 2025</b>
10		<b>Program Sponsor</b>
		<ul style="list-style-type: none"> <li>Promotion at all session and marketing materials</li> </ul>
6		<b>Session Sponsor</b>
		<ul style="list-style-type: none"> <li>Promoted in Chamber communications</li> <li>Verbal recognition and logo displayed during event</li> </ul>
6	X	<b>Full Scholarship</b>
		<ul style="list-style-type: none"> <li>Given in your organization's name</li> <li>Promoted in Chamber communications</li> </ul>
4		<b>Partial Scholarship</b>
		<ul style="list-style-type: none"> <li>Given in your organization's name</li> <li>Promoted in Chamber communications</li> </ul>
4		<b>L21 Shirt Sponsor</b>
		<ul style="list-style-type: none"> <li>Logo on sleeve of shirt</li> </ul>

To Support the Chamber

points		Please donate my remaining points to support the activities, programs and events of The Chamber Alliance.
--------	--	-----------------------------------------------------------------------------------------------------------

Customized Requests

Points


Please make your selections and sign and return to your Chamber contact listed below. Sponsorships are on a first come, first serve basis and can fill up quickly. **Customization of sponsorships, based on your organization's needs, is possible.**

Laurie Moher, Membership Development Account Manager, <a href="mailto:LMoher@thechamberalliance.com">LMoher@thechamberalliance.com</a> or 513-298-2281
--------------------------------------------------------------------------------------------------------------------------------------------------------

Organization Name West Chester Township Date 10/31/2023  
(as it should appear in published material)

Printed Name Larry Burks Signature 

Phone 513-759-7209 Email lburks@westchesteroh.org

Additional Contact Person Jenna Whittaker

Phone 513-759-7206 Email jwhittaker@westchesteroh.org

Payment Options  Check     Credit Card (subject to a transaction fee)     EFT (Electronic Funds Transfer)

**\*Please Note:** If selection sheets are not returned to The Chamber within 30 days, The Chamber reserves the right to assign your points according to availability. Events and offerings are subject to change.

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Business Item
<b>Submitted By:</b>	
Rick L. Prinz, Fire Chief	

<b>Motion:</b>
Motion to request to advertise for Request for Proposals seeking vendors to process Fire Department Emergency Medical Service Billing and Accounts Receivable

<b>Background:</b>
<p>In June 2003, the township entered into a service agreement with Healthserve LLC. Through several acquisitions, the company is currently known as Optum. In February 2024, Optum notified the fire department that they would be canceling the agreement with an effective date of June 30, 2024. Optum is redirecting its focus to something other than EMS billing. The cancellation of the agreement leaves the fire department needing an EMS billing company.</p> <p>The fire department requests permission to seek vendors who suit our needs for Emergency Medical Service Billing and Accounts Receivable.</p> <p>Thank you.</p>

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

**WEST CHESTER TOWNSHIP  
FIRE DEPARTMENT**



**REQUEST FOR PROPOSALS**

**EMERGENCY MEDICAL SERVICE BILLING  
AND ACCOUNTS RECEIVABLE**

**2024 – 2026**

**DUE DATE: April 10, 2024**

Contents

SECTION I – CALENDAR FOR EMERGENCY MEDICAL SERVICE BILLING SERVICES

CONTRACT ..... 5

    Addendum to the RFP ..... 5

    Submitting Proposals..... 5

SECTION II – INTRODUCTION ..... 6

    Objective ..... 6

    Contract Term ..... 6

    Submissions..... 6

    Background – EMS ..... 7

SECTION III – SCOPE OF WORK ..... 7

    Service Levels ..... 8

        Billing and Collections..... 9

    Compliance..... 11

        Compliance Audits ..... 12

    Claims Processing ..... 12

    Payment Processing..... 13

        EPCR Requirements..... 14

    Report Requirements..... 15

        Monthly Reports..... 15

        Annual Reports..... 16

    Record Inspection and Retention ..... 17

    Additional Requirements..... 18

SECTION V – TERMS AND CONDITIONS..... 18

Electronic Documents .....	18
Receipt of Proposals.....	18
Questions and Inquiries .....	19
Township Prerogative to Accept/Reject Proposals .....	19
Agreement .....	19
Communication .....	19
Company Ownership/Management.....	20
Disclosure.....	20
Award of the Contract.....	20
Addenda .....	20
False or Misleading Statements.....	21
Clarification of Proposal .....	21
Responsiveness.....	21
Rejection of Proposal .....	21
SECTION VI – FORMAT REQUIREMENT.....	21
Commitment to Best Practices .....	23
Contract Compliance Forms.....	23
Additional Information.....	24
SECTION VII – EVALUATION FACTORS .....	24
Basis for Award.....	24
Vendor Product Demonstration and Oral Interview .....	24
Fee Evaluation.....	24



**SECTION I – CALENDAR FOR EMERGENCY MEDICAL SERVICE BILLING SERVICES CONTRACT**

**Commented [LB1]:** Bidding per ORC Section 505.376 | Bids on fire and ambulance district contracts.

RFP published on Township website	March 13, 2024
Last day to submit questions	March 27, 2024
Addendum posted to Township website (if needed)	April 3, 2024
Submit Proposal / Due Date	April 10, 2024
Tentative Award of Contract	April 23, 2024
<b>Contract Start Date</b>	<b>June 1, 2024</b>

**Late proposals will not be accepted.**

**Addendum to the RFP**

The last day for submission of questions is March 27, 2024. All questions are to be sent to: [jwhittaker@westchesteroh.org](mailto:jwhittaker@westchesteroh.org). If necessary, an addendum to this RFP will be published on the Township’s website on April 3, 2024.

**Submitting Proposals**

Each firm must submit copies of their technical proposal and fee proposal by 4:30 p.m. on April 10, 2024. The technical and fee proposals should be sent as separate documents. No proposals will be accepted after that date and time unless the Township extends the deadline by written addendum.

The Township reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities and technicalities to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered, in the sole discretion of the Township, to be in the Township's best interests. The Township may modify or amend any provision of this notice or the RFP at any time.



## **SECTION II – INTRODUCTION**

### **Objective**

West Chester Township (the “Township”) invites proposals from firms with expertise and experience in local government emergency medical service revenue cycle to include billing, coding, accounts receivable, reimbursement, and compliance services. It is the intent of West Chester Township to select a single provider to accomplish all the services outlined in this request.

The Township has utilized a third-party vendor to provide billing and collection services since 2003. The current vendor is no longer providing these services, and the Township seeks a replacement firm.

### **Contract Term**

Any contract awarded pursuant to this RFP shall be for a base contract period of three (3) years plus two (2) - one (1) year extensions mutually agreed to by both parties.

### **Submissions**

Submissions must include one (1) original copy and (1) electronic copy of the complete proposal. The electronic copy **MUST** be combined as a single file. The proposal should be returned in a sealed envelope bearing the following information on the outside of the submittal envelope: the name and address of the respondent, as well as “West Chester Township RFP EMS Billing.”

Response packages will be accepted until April 10, 2024 at 4:30 p.m. and should be addressed to:

West Chester Township Administration  
Jenna Whittaker  
9113 Cincinnati Dayton Rd.  
West Chester, Ohio 45069

## **Background – EMS**

West Chester Fire Department (“WCFD”) provides Advanced Life Support services that include treatment and transport of clients to area hospitals. The Department utilizes four ambulances for patient transport. In 2022, the Department was called to render aid to over 6,500 patients and transported 5,633 patients to area hospital emergency facilities.

Ambulance billing for WCFD is currently contracted. The approximate amount billed in 2022 was \$3,345,813. The approximate amount collected for 2022 was \$1,042,598.

The approximate payer mix is:

- Medicare 65%
- Medicaid 10%
- Private Insurance 24%
- Private Pay 1%

WCFD does not bill for non-transport services and calls, except for cardiac arrest calls during which a patient is worked on at the scene and the resuscitative efforts are terminated in the field. Patient Care Reports (PCRs) are completed in an electronic reporting system (Zoll). Included within the electronic PCR is the consent to bill form.

## **SECTION III – SCOPE OF WORK**

### **Emergency Medical Services Billing (EMSB)**

This section describes the billing service requirements. The Respondent must address each of the requirements in this section as part of its detailed proposal submission and is free to offer alternative solutions that could be beneficial to the Township.

It is the intent of West Chester Township to contract with one (1) Vendor for the billing of fees for emergency medical services. The resulting contract shall have an initial term of 36 months. The contract may be extended for up to two one-year periods upon mutual agreement by Township and Vendor.

Vendor should provide a sample of its standard services contract with their proposal for Township review. The contents of any resulting contract shall be subject to negotiation and consent by both parties.

Notwithstanding any other provision of this RFP, Vendor must, at all times, maintain strict compliance with HIPAA and all other applicable laws and regulations.

Vendor will facilitate the provision of the most current National Emergency Medical Service Information System (NEMESIS) compliant electronic patient care reporting (ePCR) system of the Township's choosing, including any required computer hardware. Vendor will be responsible for providing any future updates necessary to remain compliant with NEMESIS requirements.

The Vendor will charge a flat percentage-based, all-inclusive fee for billing services.

### **Service Levels**

The Vendor will be required to meet minimum service levels. Final service levels are subject to contract negotiation. Service levels will include but may not be limited to the following:

1. Customer service will operate a call center between the hours of 8:00 AM and 5:00 PM (EST), Monday through Friday.
2. The average wait time must be held to a minimum, not to exceed 2 minutes and voicemail messages must be returned within 24 hours.
3. The Vendor's system must be available and operational 99.5% of the Township's business hours per month.
4. Excluding the initial batch, the Vendor must identify and submit claims to the proper payor, or when applicable, the patient, within 14 days.
5. The Vendor must work to find, validate and bill patient's medical insurance. Information provided on hospital reports may not be complete and may require calling the patient or facility to obtain current information. All information, no matter how it is provided, must be verified prior to submission.
6. All payments must be deposited within 24 hours of receipt, with the exception of weekends and holidays. All payments, including zero payments, deductibles, and co-insurance, must be applied to the patient account within two days of payment deposit. If applicable, secondary insurance or patient-pay balances must be billed within two days of posting the primary payment.
7. Insurance denials and claim disputes must be resolved within 72 hours of receipt. All

documents used in the resolution must be stored within claim file.

8. Vendor must have sufficient staff dedicated to the Township's contract to perform to the standards outlined in the final contract.
9. Vendor must provide standard and ad hoc reports as required by the Township.
10. Identification of overpayments and refunds must be reported within 48 hours from the date of notice or identification.
11. Overpayments and refunds must be returned to the patient within five (5) business days of their identification.

#### **Billing and Accounts Receivable**

The Vendor will be responsible for providing billing and accounts receivable services for the Township. The Township will submit to the Vendor all unbilled ambulance runs with a date of service of June 1, 2024 and later. The Vendor shall invoice all ambulance runs submitted by the Township from that date forward.

The Vendor will review current EMS billing activities and rate schedules and make recommendations to Township on any rate adjustments that may be necessary.

Vendor must have expert level knowledge and employ staff that are certified by the National Academy of Ambulance Compliance (NAAC) and maintain the Certified Ambulance Coder (CAC) and Certified Ambulance Compliance Officer (CACO) designations through continuing education and yearly trainings. The Vendor must carry out the following activities in full compliance with applicable HIPAA, Federal, State, and insurance regulations.

1. Perform a clear, precise and organized EMS transportation claim creation process based on being a local government that solely responds to 9-1-1 dispatched calls, to include: identification of patients and their demographics; discovery and verification of all primary, secondary and tertiary medical or liability insurance; and determination of billable transport.
2. Assign diagnosis coding based on PCR of interventions performed, along with all proper modifiers. Billing staff must have expert level knowledge of all CMS regulations and rules.

3. Accurately post payments, denials and adjustments for all electronic, credit card, and paper check payments from medical insurance, worker's compensation, attorneys, and patients; and maintain source documentation for all payments.
4. Resolve claim denials and/or underpayments, including, but not limited to, claim reprocessing, reconsiderations, redeterminations, and appeals. Perform all necessary follow-up services with insurance companies.
5. Obtain supplemental information for accounts with unidentified or missing patient information through hospital correspondence, insurance portals, and other sources.
6. Providing toll-free customer service for telephone inquiries.
7. Host and maintain all detailed patient records as backup documentation and audit support.
8. Process refunds when required.
9. Process returned payments.
10. Perform monthly self-audits for billing compliance with Medicare, Medicaid, and other applicable regulations and report those findings to the Township on a monthly basis.
11. Maintain and update uncollectible accounts.
12. Continually monitor claims and contact insurance companies and other providers to determine status of open claims.
13. Perform pre-submission audits to ensure all claims submitted for reimbursement:
  - a. Accurately represent the medical condition of the patient and the services provided; and
  - b. Are supported by complete documentation, including patient signatures or required alternative.

The Vendor shall file initial client billings and customer insurance claims within five (5) working days from receipt of transport information from WCFD. The Vendor shall not have the right to refuse to bill and collect any EMS fee.

Information for ambulance billing is often gathered under urgent conditions and may be incomplete. The Vendor shall obtain any missing data necessary for billing through telephone or

e-mail queries from the appropriate source, such as the ePCR provider, WCFD, the receiving hospital, or the patient. Using the postal mail system for such inquiries is discouraged and only viable if telephone contact numbers are unavailable.

The Vendor shall provide a proposed billing and accounts receivable procedure, including sample bills, letters, notices, language and timelines. Vendor's final billing and collection procedure must be approved by the Township before implementation.

The Vendor shall be responsible for rebilling the insurance company for its portion of a bill if the claim is not paid in accordance with the Township's terms. If correspondence with the insurance company is required, a copy of the correspondence must be sent to the customer.

The Vendor shall require patients, insurance carriers, or other responsible parties to pay outstanding balances within thirty (30) days of the billing date.

The Vendor shall implement new fee schedules from time to time as directed by the Township.

The Vendor will suspend the billing and collection efforts on any EMS fee upon written notice via email to do so by the Chief or his designee and write off the balance of an account.

The Vendor will be required to bill the patient's secondary and tertiary insurance carriers, if applicable.

### **Compliance**

Vendor is required to have a compliance department/unit and program which includes, but is not limited to:

1. A Compliance Officer with expertise in Federal and State EMS billing regulations concerning Medicare, Medicaid, and all other applicable laws, rules, and regulations.
2. Use of audits and other risk evaluation techniques to monitor compliance.
3. Written standards of conduct, policies and procedures that promote the Vendor's commitment to compliance.
4. Regular, effective education and training programs for all Vendor employees, agents, and WCFD employees.
5. Investigation and correction of identified systemic compliance concerns. The Township

must be notified within 24 hours should a compliance issue arise.

### **Compliance Audits**

The Vendor is required to perform and report a compliance audit on a monthly basis to ensure that all claims were properly submitted to federal/state programs for reimbursement. The audit must include a review of the following:

1. Level of Service –determine if the transport was coded for the correct level of service
2. Mileage Billed – ensure mileage for transport is correct
3. Signature Compliance –follow Medicare signature requirements
4. Multiple Patient Transport – ensure all patients in same ambulance unit are billed
5. Medical Necessity –determine if the documentation on the PCR supports medical necessity

Utilizing the compliance audit results the Vendor will:

1. Compute error rates
2. Evaluate the cause of errors
3. Take corrective action, as required
4. Quantify and specifically identify all overpayments and/or underpayments
5. Refund any overpayments identified

### **Claims Processing**

The Vendor will be responsible for timely submittals to Insurance Companies, Medicare, and Medicaid. If the Vendor fails to bill Insurance Companies, Medicare and Medicaid in a timely manner which leads to lost collections, the Vendor may be held liable for reimbursement to the Township for the amount of the lost collections.

The Vendor must be equipped with computer operations to receive and send data electronically. The Vendor must have the capability to electronically transmitting claims to Medicare. Vendor will indicate if they are filing electronically for any service at this time and how other types of insurance filing will be handled.

The Vendor shall work with Township staff to implement and maintain procedures which facilitate the electronic exchange of all data necessary to accomplish the billing, collection and reporting requirements of this RFP.

The Vendor shall use the National Provider Identification (NPI) number for WCFD.

The Vendor will work with the Township to ensure that all requirements of HIPAA are met. The Vendor will distribute Privacy Notices to all EMS customers in the form required by the Township.

The Vendor will be required to collect the patient's signature in cases where the Township's EMS personnel were unable to obtain the patient's signature during transport. The record of this signature shall be maintained by the Vendor for review by Medicare and Township auditors. The Vendor shall make and document no less than two attempts to obtain the patient's signature.

### **Payment Processing**

Vendor is responsible for accurately processing all payments and ensuring payments are posted to the proper account within 24 hours of receipt of payment.

The Vendor must make every effort possible to make collection within 180 days of initial billing without jeopardizing the goodwill of the Township.

1. All payments collected by Vendor on behalf of the Township must be deposited into a Township bank account, posted to the Patient's account in the Vendor's system, and reported to the Township in a manner prescribed by the Township.
2. Payments made directly to the Township that are processed via the Township's cashiering system, shall be deposited into a Township bank account by the Township, and reported to the Vendor electronically for proper posting to the Patient's account in the Vendor's system.
3. The following are the current payment channels and processes for EMS payment processing:
  - a. Vendor is required to:
    - i. Import a daily payment file to update the Patient accounts in Vendor's system.



- ii. Ensure all payments are processed on a daily basis.
- iii. Upload supporting payment documentation to respective patient accounts on a daily basis.
- iv. Monitor activities to ensure payments are received and processed properly.
- v. Vendor must deposit any payments received at their location within 24 hours of receipt.
- vi. Post payments accurately to patient's account in billing system within two business days of receipt.
- vii. Report to the Township any payments that were erroneously deposited that are not associated to an EMS account in Vendor's system within 24 hours.

The Vendor may authorize self-pay patients to liquidate any outstanding balance on an installment basis. No interest shall be charged to patients for these extended terms. Patients making payments on an installment basis shall be tracked by the Vendor.

If a hardship case is brought to the attention of the Vendor or the Township, the fee of a patient may be lowered if agreed to by the Township. The hardship patient may also be placed on a payment plan of no less than \$20.00 per month.

The Township maintains a "soft billing" policy. No patient will be turned over to a collection agency for non-payment.

The Vendor will be responsible for processing all returned mail that originates from its mailings. The mail must be opened and processed within five (5) working days.

#### **EPCR Requirements**

The ePCR provider will be the company known as Zoll Data, specifically Zoll Tablet PCR. The Vendor shall be compatible with, have a professional relationship with and support the Zoll ePCR platform. All contract negotiations between West Chester Township and the Vendor shall include and cover all costs and fees associated with Zoll as the ePCR provider. The proposal will include all startup and related implementation costs for the required ePCR system. The proposal must be a "turnkey" proposal which includes billing services and the ePCR system with hardware. There should be no additional or separate costs.

The Vendor must submit a detailed description of their compatibility with Zoll that includes:

1. Demand reports
2. Software support details
3. Implementation timeline
4. Ability to work with and any past experience working with ePCR

The Township reserves the right change to change its ePCR provider with reasonable notice to the Vendor.

### **Report Requirements**

The Vendor must establish a comprehensive reporting system that will enable the Township to monitor the performance of Vendor performance. All reports will be provided by the Vendor, upon request.

Access to and distribution of reports to Township personnel must be accomplished in a method that is fully compliant with HIPAA.

The Vendor must provide the Township with 24 hour a day, real-time electronic access to account data that includes status of payments from insurance companies and Explanations of Benefits.

The Vendor shall be solely responsible for the sharing, transmission, or connection and hardware to allow Township approved users' access to the related data and databases. Additionally, upon request of the Township, the Vendor shall be responsible for providing data in the format requested by the Township.

### **Monthly Reports**

The Vendor shall be required to submit the following monthly reports no later than the 6th day of each month for the preceding month:

1. Aging of Accounts Receivable, to include patient's name, date of service, account number, total amount due aged in thirty (30) day intervals from current to 180+ days
2. Monthly Credit Detail report showing all payments recorded in the prior month, to include patient's name, date of service, account number, total amount paid, date of payment, name of company or individual that made the payment

3. Monthly Charge Detail report showing all invoices issued in the prior month, to include patient's name, date of service, account number, company or individual to whom the invoice was sent, number of miles billed, and total charges
4. Monthly Summary Charge report showing total number of calls and total amount billed by company, i.e. Medicare, Medicaid, private insurance companies, individuals, Tricare, etc.
5. Year-to-date Patient Detail Report to include patient's name, date of service, account number, total charge, total credits to date, balance due
6. Monthly Adjustments Report showing all adjustments booked during the month, to include patient's name, date of service, account number, amount of adjustment
7. Monthly Refunds Report (Credit Balance Report) to include patient's name, date of service, account number, and amount of overpayment. The report will be accompanied by supporting documentation of payments received on each account and any required write offs.
8. A Charge/Credit Analysis Report showing the percentage of collections, amount billed, amount adjusted, amount collected and amount due by month for a minimum of a 12-month period.
9. Listing of all invoices listed alphabetically by patient name
10. Report of accounts prior to being sent to Collections

#### **Annual Reports**

The Township's fiscal year begins January 1 and ends December 31. On a fiscal year basis, the Vendor shall provide annual fiscal year financial and statistical reports. Required statistical and financial data may include, but is not limited to, the following:

1. Total number of transports for the fiscal year
2. Total amount billed for the fiscal year
3. Total collections for the fiscal year
4. Comparison of current year to prior years (when data is available to Vendor)

5. Percentage of total transports which were Medicare, Medicaid, Private Insurance and SelfPay
6. Amount billed broken down by Medicare, Medicaid, Private Insurance and Self Pay
7. Total amount collected from Medicare, Medicaid, Private Insurance and SelfPay
8. Average amount paid by Medicare, Medicaid, Private Insurance and Self Pay per transport
9. Total amount of write-offs for the fiscal year for Medicare, Medicaid and Private Insurance

### **Record Inspection and Retention**

The Vendor will keep and maintain adequate records of work, information, expenses, costs, invoices, materials provided, and services performed pertaining to the Township's EMS ambulance transport billing. These records shall be maintained for 10 years and patients that are under 16 at time of treatment shall be maintained until the patient reaches 21 or for seven years from the date of last treatment, whichever is longer.

Upon request, the Vendor shall make available to the Township's internal and/or external auditors all records that pertain to the Township's business. The Vendor will be required, upon notice, to allow the Township and its authorized agents the right to audit, inspect and copy all such records and documentation as often as the Township deems necessary during the contract period and during the period of five years thereafter. Such activity shall be conducted during normal business hours and at the expense of the Township.

All computer data/information concerning work performed under this RFP; including, but not limited to, patient information and balances due; shall always remain the property of West Chester Township. Further, the Vendor must agree to surrender any and all information concerning work performed under this RFP (written and electronic format) within thirty (30) days of the termination of this contract. Vendor will also provide the Township with final reports and statistics, including all data requested by the Township at that time, within thirty (30) days after the contract ends. The Township may agree to extend this time period to accommodate the final billing.

### **Additional Requirements**

The Vendor must have principal offices in Ohio, Kentucky, or Indiana. The Vendor will designate a single point of contact for handling the Township's account. The client representative must also be located in Ohio, Kentucky, or Indiana.

The Vendor shall adhere to generally accepted accounting principles that facilitate an efficient billing, collection and recording system that is easily understood and audited.

The Vendor shall be responsible for (3) onsite training sessions at time of contract execution and on an as needed throughout the term of the contract. The purpose of this training will be to ensure that all Township personnel are trained regarding documentation, charges, and applicable health care laws and regulations as they relate to the billing process.

The Vendor will be responsible for informing the Township of any new information that materially affects ambulance billing (e.g., Medicare and Medicaid billing changes) and providing training on any changes when necessary.

All work performed under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice. No harassing or "strong-arm" collection tactics shall be employed. The Township participates in "soft-billing" and no patient will have any collections activities leveled against them for use of services.

### **SECTION V – TERMS AND CONDITIONS**

#### **Electronic Documents**

Requesting Firms may be supplied with the original RFP documents in electronic form to aid in the preparation of proposals. By accepting these electronic documents, Firms agree not to edit or change the language or format of these documents. Submission of a proposal by Firms signifies full agreement with this requirement.

#### **Receipt of Proposals**

The submitted proposal must be received by the Township prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the Firm must ensure that the proposal is actually delivered and time stamped.

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Firm's sole risk to ensure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Firm at the expense of the Firm or destroyed, if requested.

### **Questions and Inquiries**

Questions and inquiries regarding the RFP must be submitted via email to: Jenna Whittaker at [jwhittaker@westchesteroh.org](mailto:jwhittaker@westchesteroh.org). All questions must be submitted by March 27, 2024. All questions and answers will be posted to the designated RFP webpage April 3, 2024.

### **Township Prerogative to Accept/Reject Proposals**

The Township reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found in the best interest of the Township. All proposals become the property of West Chester Township.

This RFP creates no obligation on the part of the Township to award the contract to any bidder for any reason. The Township reserves the right to award the contract based on proposals received without further discussion or negotiation. Bidders should not rely upon any discussions as an opportunity to alter their proposals.

There is no express or implied obligation for the West Chester Township to reimburse responding Firms for any expenses incurred in preparing proposals in response to this RFP; and West Chester Township will not reimburse responding Firms for these expenses, nor will the Township pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Agreement**

Submittals must include a copy of the proposed Vendor agreement.

### **Communication**

Prospective vendors shall communicate only with the staff identified herein during the entire RFP process (from this solicitation to award). The Township will not be responsible for any verbal or non-verbal communication between a potential bidder and any other employee of the Township; and such action may be cause for rejection of the subject bidder's proposal. Only

written proposals received by the deadline will be considered.

### **Company Ownership/Management**

Should there be a change in the awarded vendor ownership or management, the contract may be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

### **Disclosure**

At the public opening, there will be no disclosure of contents to competing Firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all proposals will be open for public inspection after the contract award.

Commented [LB2]: Can we do this?

### **Award of the Contract**

Award of the contract shall be made to the responsive and responsible Vendor whose proposal is determined to be the best offer, taking into consideration the relative importance of the factors set forth in this RFP.

The contents of the proposal of the successful bidder will become, at the Township's option, a contractual obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposing vendors. The Township reserves the right to terminate the selection process at any time and to reject any or all proposals.

The Township reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Township and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals and to waive irregularities and informalities in any proposal submitted or in the proposal process, provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon or anticipate such waivers in submitting their proposal.

### **Addenda**

Any addenda to the RFP specifications issued during the period between issuance of the RFP and receipt of proposals will become a part of the RFP. Receipt of addenda should be acknowledged by vendors in their proposal cover letter.

### **False or Misleading Statements**

If, in the Township's sole discretion, a proposal contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by the vendor, the entire proposal may be rejected at the discretion of the Township.

### **Clarification of Proposal**

The Township reserves the right to obtain clarification of any point in a Vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Vendor to respond to such a request for additional information or clarification may result in rejection of the Vendor's proposal.

### **Responsiveness**

Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendor proposals are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers increased benefits.

### **Rejection of Proposal**

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, the Township may demand correction of any deficiency and accept the corrected proposal upon compliance with these instructions to proposing vendors.

## **SECTION VI – FORMAT REQUIREMENT**

The following instructions describe the form in which proposals should be submitted. Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the required items will be considered incomplete and may be rejected by the West Chester Township. Proposal documents should provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this RFP. A response must



be provided for each requirement or an assumption will be made that the vendor cannot accomplish the requirement.

All Vendors should use the following order and format for preparing and presenting their response:

1. Management Letter - The Vendor must include a management letter outlining the contents of the response. An authorized representative of the firm must sign the cover letter to verify the contents of the response. The letter also must incorporate the following:
  - a. A statement of commitment and an indication of the level of involvement of the Vendor.
  - b. A statement that the proposed solution will meet the requirements outlined in the RFP and/or a list of exceptions to the requirements in the RFP (Note: The Township reserves the right to reject any proposal containing such exceptions, or to require modifications before acceptance.)
  - c. A statement indicating whether proprietary information has been included in the proposal.
  - d. A statement that the Vendor's proposal, including proposed fixed fees for services, will remain valid for a minimum period of one hundred twenty (120) days after the proposal due date. (Note that the Township reserves the right to request that the Vendor extend the period during which the proposal will remain valid.)
  - e. All information contained within the response will become part of the final contract.
2. Executive Summary - The Vendor will provide an Executive Summary that condenses and highlights the proposal content (i.e., proposed product, services to be provided, high-level project management objectives, etc.). The Executive Summary should contain enough information to provide any Township reviewer with a broad understanding of the entire proposal.
3. Vendor Background - The Vendor will provide detailed information on the company's background and experience.
4. Vendor Client References - Each Vendor proposing as a Primary Vendor must provide at least three references. Vendors should reference only clients with fully implemented projects. References should have received a product and services similar to those proposed to the Township.
5. Proposed Solution and Professional Services - The Vendor's proposal must provide a comprehensive description of the proposed solution that builds on the high-level overview provided in the Executive Summary of the proposal. The Proposed Solution and Professional Services section should include, at a minimum, a detailed discussion of the Vendors:
  - a. Understanding of the general requirements of the Township for both the solution and the provision of professional services.

- b. General description of the proposed solution and specific information regarding:
  - i. Proposed project organization and structure, including an organization chart with areas of responsibility.
  - ii. Proposed project management services the Vendor will provide.
  - iii. Proposed high-level implementation plan, including milestones and major tasks.
- 6. Proposed Project Resources and Staffing - For this section, the Vendor must define the resources and the type and level of service to be provided by the resources to satisfy the requirements of this RFP. At a minimum, the Vendor must define:
  - a. Expertise required to complete tasks and deliverables.
  - b. Number of technical and non-technical resources (Vendor and Township) that will be required to complete tasks.
- 7. Vendor Relationships and Agreements - Provide a list of Vendor relationships and agreements with other vendors that will be necessary to perform under this RFP.
- 8. Fee Proposal Format - The Vendor will provide a detailed fee proposal. Items in the fee proposal should cover all cost components of the Vendor's proposed solution and represent the total cost of the solution and professional services to implement and deploy a system that meets the Township's stated requirements.
  - a. If the Primary Vendor (Vendor) uses Third Party Firms as part of the project, the cost of these firms must be included as part of the Primary Vendor's fee proposal. The Primary Vendor will be responsible for payment and other agreements made with any third party Vendor or Vendors.
  - b. The fee proposal is to be submitted under separate packaging. Failure of the Vendor to meet the requirements for submission of the fee proposal may

### **Commitment to Best Practices**

The Vendor must articulate how emerging and/or future trends and technologies relating to the project will fit the proposed project plan. The Vendor will relate how it keeps current with emerging trends and provides best practices information to the Township concerning this project.

### **Contract Compliance Forms**

Respondents must review, complete, sign, and submit all of the Township Contract Compliance Forms. These forms can be found under the "Forms" link on the RFP webpage.

One original signed copy of the responses to "Contract Compliance Forms" must be provided with the original signed proposal. Vendors must also include a copy of the signed forms with their electronic submission.

### **Additional Information**

The proposal may also include any additional information that may be helpful and relevant.

### **SECTION VII – EVALUATION FACTORS**

West Chester Township will review all proposals to determine compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Township, meet the requirements of the RFP will be further evaluated. Proposals that pass the preliminary review will be evaluated on how well the proposal meets the needs of the Township as determined by the Vendor's response to each requirement listed in the RFP. It is important that the responses be clear and complete so that the Township can adequately understand all aspects of the proposals.

#### **Basis for Award**

Proposals received in response to this request will be reviewed and evaluated by a team. The final selection will be based on the evaluation team's assessment of the respondents per the following evaluation criteria:

1. Quality, thoroughness, and clarity of the proposal.
2. How well the submitted package meets the Township's needs.
3. Qualifications, capabilities, and experience of the firm and staff.
4. Vendor references.
5. Advantages and disadvantages to the Township, which could result from the proposal.
6. Implementation strategy, project management, and commitment to a successful project.
7. Price

#### **Vendor Product Demonstration and Oral Interview**

Qualified Vendors may be invited to conduct a product demonstration for the Township. Demonstrations, not to exceed two hours, will be scheduled with each of the finalists within two weeks of selection. Detailed instructions on the demonstration requirements and the content will be provided at that time.

#### **Fee Evaluation**

The review of the Vendors' fee proposals will be based on the following criteria:

1. Completeness of response.
2. Consistency of proposed costs with the Vendor's proposed scope of services.
3. Overall reasonableness of proposed costs.

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
March 12, 2024	Resolution Item
<b>Submitted By:</b>	
Katy Kanelopoulos	

<b>Motion:</b>
Resolution 17-2024 approving Major Change for Case # MC 01-24 Keefe, Tract 1; Floor and Décor (To be read at public hearing)

<b>Background:</b>
The applicant is requesting approval for a Major Change to the PUD district for a subdivision of Tract I, which is the original 12.09-acre parcel, to create two new outlets. Outlot 1 is proposed to be 1.3 acres, and Outlot 2 is proposed to be 1.05 acres, which is planned for the development of new neighborhood retail uses located at 7240 Cabela Dr. Parcel #: M5620-400-000-107.

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

**RESOLUTION NO. 17-2024**

\*\*\*\*\*

**Resolution approving a Major Change to Keefe; Wetherington Pointe, Tract 1,  
Floor and Décor Outlots C-PUD (Commercial Planned Unit Development  
District) and Preliminary Development Plan for Case #MC 01-24 Keefe;  
Tract 1, Floor and Decor**

**WHEREAS**, on March 9, 2004, the West Chester Township Board of Trustees approved a Zoning Map Amendment from A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and Preliminary Development Plan that established the permitted uses and the access points to the site, including the extension of Tylers Place Boulevard to Hamilton-Mason Road (now Liberty Way) on approximately 47.82 acres; and,

**WHEREAS**, on May 17, 2004, the West Chester Township Zoning Commission approved a Final Development Plan, which included the Tylers Place Boulevard extension, the Preserve Place Road section, and open space improvements inside the C-PUD boundary; and,

**WHEREAS**, on July 21, 2014, the West Chester Township Zoning Commission approved a Revised Preliminary Development Plan (14-15), which included the lot layout of four development parcels, one open space parcel, Tylers Place Boulevard improvements and common development improvements. Additionally, the preliminary layout of Lot 3 was provided for Cabela's as the proposed use; and,

**WHEREAS**, on August 18, 2014, the West Chester Township Zoning Commission approved a Final Development Plan for Tract 1 of the C-PUD, which included the lot layout of four development parcels, one open space parcel, Tylers Place Boulevard improvements and common development improvements (14-17) and the construction of a 75,330 square foot Cabela's on Lot 3 of Tract 1 (14-18); and,

**WHEREAS**, on January 17, 2024, Summer Zimmers submitted an application requesting a Major Change and Preliminary Development Plan approval for a re-plat of Wetherington Pointe Section 1, Lot 3 for two (2) new outlots containing a 4,012 square foot drive-thru restaurant on 1.3 acres and a 5,960 square foot restaurant on 1.05 acres; and,

**WHEREAS**, on February 20, 2024, the Butler County Planning Commission conducted a public hearing for the aforesaid application and recommended approval of the aforesaid application; and,

**WHEREAS**, on February 21, 2024, the West Chester Township Zoning Commission conducted a public hearing for the aforesaid application recommended approval; and,

**WHEREAS**, by advertisement, a public hearing for the aforesaid application was conducted before the West Chester Township Board of Trustees on March 12, 2024, as applied for by Summer Zimmers; 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 expand the existing C-PUD (Commercial Planned Unit Development District) and Preliminary Development Plan with the following conditions:

**SECTION 1.** The commercial 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 2.** All water and sanitary sewer main installation and sanitary lateral plans shall be coordinated with the Butler County Water and Sewer Department (BCWSD) and shall meet all BCWSD requirements prior to the issuance of a zoning certificate.

**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.) Site utility plan does not indicate the location of fire hydrants. Applicant shall confirm that farthest most remote accessible part of the proposed building is located within 400 feet of a fire hydrant located on their parcel or a public fire hydrant. Fire hydrants on a separate parcel cannot be used to complete this requirement;
- b.) All drivable surfaces shall comply with the turning radius of fire department vehicles. Templates are available upon request;
- c.) Proposed vegetation, signage, etc. shall not obstruct any part of the fire protection systems;

- d.) Prior to issuance of certificate of occupancy, occupant shall coordinate with the fire department to determine location of Fire Lane; and
- e.) Each parcel shall have a unique address and not share the address of Floor and Décor.

**SECTION 4.** All internal parking, road circulation, road design, parking, vehicular cross-access connections, and pedestrian connections and facilities shall be approved at the FDP stage.

**SECTION 5.** Building setbacks shall be approved at the FDP stage.

**SECTION 6.** Detailed building elevations shall be provided at the FDP stage, which shall reflect a minimum of 50% high-quality exterior building materials. As required by the West Chester Community Development Department (WCTCDD) staff, colored elevations for all sides of the buildings shall be provided and the specific exterior building materials shall clearly be labeled on the plan.

**SECTION 7.** Detailed floor plans and specific details regarding the unit sizes shall be provided at the FDP stage, which shall include size (measured in square feet) and floor plans.

**SECTION 8.** Outdoor seating area plans shall be provided at each FDP stage. A minimum of four (4) feet shall be maintained between the back of street curb and the seating area to ensure adequate pedestrian circulation.

**SECTION 9.** All building signage shall be approved at the FDP stage.

**SECTION 10.** All ground signs shall be approved at the FDP stage. However, consideration shall be given to the conditions of previous approvals.

**SECTION 11.** Any dumpster locations and dumpster enclosure shall be provided at each FDP stage. The enclosures shall be pursuant to the WCTZR, Articles 10.031 and 20.043. The enclosure(s) shall be consistent with the high quality, masonry building materials of the principle building. Dumpster enclosures that are located along the public frontages shall be adequately screened with landscaping and meet proper line of sight requirements.



**SECTION 12.** All light locations, light fixture details, and photometric analysis shall be provided at each FDP stage to ensure a consistent design that minimizes glare and light spillover and meets the WCTZR, Article 10.28.

**SECTION 13.** 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; and ground sign perimeter landscaping details.

**SECTION 14.** The property owner or property owners' association shall be responsible for keeping all common features and elements well maintained and free from trash and litter; maintaining all drainage ways to ensure the detention areas perform the designated function; and all landscaping shall be well maintained in good condition.

**SECTION 15.** Any outdoor demolition and/or construction for the entire subject site shall only occur between the hours of 6:00 AM and 9:00 PM.

**SECTION 16.** All measures to reduce detrimental effects to the adjacent properties due to construction activities shall be stated within a document and provided at the FDP stage.

**BE IT FURTHER RESOLVED** that all plats, plans, applications, and other data submitted are hereby incorporated into this approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Lee Wong, Chair Yes/No

\_\_\_\_\_  
Mark Welch, Vice Chair Yes/No

\_\_\_\_\_  
Ann Becker Yes/No

**ATTEST:**

\_\_\_\_\_  
Bruce Jones, Fiscal Officer

**APPROVED AS TO FORM:**

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Scott D. Phillips, Law  
Director

DRAFT



## **WCT Board of Trustees Staff Report**

**March 12, 2024**

**CASE NO. MC 01-24**

**KEEFE; TRACT 1, FLOOR AND DÉCOR OUTLOTS**

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### **CASE HISTORY:**

The West Chester Township Board of Trustees approved a Zoning Map Amendment on March 9, 2004 from A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and Preliminary Development Plan that established the permitted uses and the access points to the site, including the extension of Tylers Place Boulevard to Hamilton-Mason Road (now Liberty Way) on approximately 47.82 acres.

The West Chester Township Zoning Commission approved a Final Development Plan on May 17, 2004 for the Tylers Place Boulevard extension, the Preserve Place Road section, and open space improvements inside the C-PUD boundary.

A Revised Preliminary Development Plan (14-15) was approved on July 21, 2014 for the lot layout of four development parcels, one open space parcel, Tylers Place Boulevard improvements and common development improvements. Additionally, the preliminary layout of Lot 3 was provided for Cabela's as the proposed retail use.

A Final Development Plan was approved on August 18, 2014 for the lot layout of four development parcels, one open space parcel, Tylers Place Boulevard improvements and common development improvements (14-17) and the construction of a 75,330 square foot Cabela's retail use on Lot 3 of Tract 1 (14-18).

**PROPERTY OWNER:** Store SPE Cabela's I 2017 3, LLC.

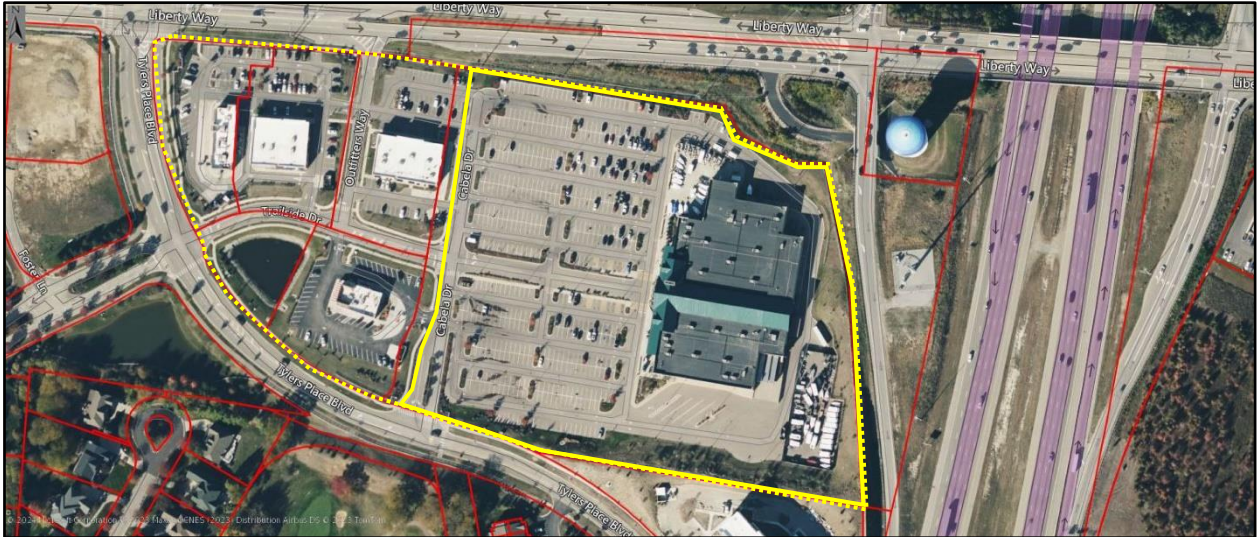
**APPLICANT:** Summer Zimmers, Floor and Decor

**REQUEST:** Major Change and Preliminary Development Plan (PDP)

**LOCATION:** The subject site is located along Cabela Drive, Tylers Place Boulevard and Liberty Way. (Parcel M5620400000107- Section 18, Town 3, Range 2)

**SITE DESCRIPTION:** The existing lot consists of 11.9 acres and contains a retail store and associated parking area.

**SITE VICINITY:**



**PURPOSE:** A re-plot of Wetherington Pointe Section 1, Lot 3 for two (2) new outlots containing a 4,012 square foot drive-thru restaurant on 1.3 acres and a 5,960 square foot restaurant on 1.05 acres.

**APPLICANT'S  
PROPOSAL:**

<b>Drive-thru Restaurant use (Lot 3a)</b>	4,012 sf
<b>Restaurant use (Lot 3b)</b>	5,960 sf
<i>Floor &amp; Décor retail use (Lot 3) *already permitted</i>	76,230 sf
<b>Parking</b>	
38 parking spaces provided on Lot 3a	27 parking spaces required
50 parking spaces provided on Lot 3b	40 parking spaces required
228 parking spaces provided on Lot 3	118 parking spaces required
<b>Open Space</b>	
20% open space provided	20% open space required

**STAFF  
CONSIDERATIONS:**

The proposed uses are consistent with the conditions of all previous approvals, to include the most recent Revised Preliminary Development Plan and Resolution 14-15 for the subject site.

The proposed Final Development Plan includes the existing Floor and Décor site in order to illustrate how the two (2) new lots proposed would be split off the existing parcel and how the parking would maintain the zoning requirements. However, the Floor and Décor has already been approved as a permitted use by right. As proposed, all three lots would meet the zoning requirements for parking and stacking spaces. However, as will be mentioned later, revisions will be required that eliminate two access ways and properly align cross-access way between Lots 3a and 3b.

The Butler County Engineer's office has indicated a number of concerns addressing the detailed stormwater drainage plans and calculations that will need to be addressed at the permitting stage, to specifically include the following:

- Provide memo of understanding for traffic report;
- Removal of southern drive of Lot 3a and removal of northern drive of Lot 3b to provide proper vehicular circulation; and
- Direct dumpster enclosure drainage to avoid illicit discharges into storm system.

In addition to the BCEO concerns, consideration should also be given to revise the plan to properly align the easternmost drive of Lot 3a with the easternmost drive for Lot 3b.

The Butler County Water and Sewer Department has indicated a control manhole is required and any manhole cannot be a dead-end, so an "inserta tee" will need to be attached to the existing sanitary pipe.

The Butler County Health Department will require coordination of any restaurant for food facility inspections and corresponding oil/ grease systems.

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-E, as stated to the Community Development Department during the FDP review, prior to the issuance of a zoning certificate.

In addition to the revised vehicular circulation, adequate pedestrian facilities should be illustrated, as well. This would include a six (6) foot wide sidewalk extending from the front of the building on Lot 3b, along the westernmost lawn to the main access along Cabela Drive, and along the easternmost lawn of Lot 3a to the central lawn and a crosswalk to the front of the building.

Furthermore, consideration should be given to revise the location of the proposed dumpster enclosure location on Lot 3b, which would shift that location slightly to the east, removing a few parking spaces, and allowing proper screening of the enclosure from the public right-of-way.

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

All other requirements in regard to detailed engineering, building elevations and floor plans, interior amenities, lighting, trash collection, signage, landscaping plans, etc. will be addressed further at the FDP stage, unless the applicant cannot provide adequate information or adequately address any of the Board members concerns at the public hearing.

The Butler County Planning Commission held a public hearing on February 20<sup>th</sup> and the Township Zoning Commission held a public hearing on February 21<sup>st</sup> and given all considerations in regard to the existing conditions; the proposed use in relation to the surrounding character; and the overall general welfare of the Township and County, both Commissions recommended approval of the proposed site.

**ACTION:** The West Chester Township Board of Trustees may now approve, approve with modifications, or deny 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 # MC 01-24 Keefe; DATE RECEIVED: 1-10-24  
Tract 1, Floor + Decor  
FEE RECEIPT # \_\_\_\_\_ RECEIVED BY: TD

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

NAME OF APPLICANT Summer Zimmers  
ADDRESS 2500 Windy Ridge Parkway, SE  
CITY/STATE/ZIP Atlanta, GA 30339  
PHONE NO. 303-847-2869 FAX NO. \_\_\_\_\_  
EMAIL summer.zimmers@flooranddecor.com

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

1. "Store Spe Cabela's I 2017 3 LLC", 7240 and 7250 Cabela Dr, West Chester, Township, OH 45069. M5620400000107
2. \_\_\_\_\_
3. \_\_\_\_\_

REQUEST RE-DESIGNATION OF AREA FROM ONE LOT TO THREE LOTS

TOTAL ACRES 11.904

LOCATION OF PROPERTY FOR MAJOR CHANGE:

SECTION 18 TOWN 3N RANGE 2E  
PARCEL (S) M5620400000107

PROPERTY ADDRESS 7240 and 7250 Cabela Dr

CITY/STATE/ZIP 7240 and 7250 Cabela Dr

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

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

APPLICANT Summer Zimmers 2500 Windy Ridge Pkwy SE 303-847-2869  
Signature Address/City/ST/Zip Atlanta, GA, Phone Number  
2nd fl

OWNER (S) STORE SPE Cabela's I 2017-3 LLC  
[Signature] 8377 E. Hacht Dr, Suite 100 490-2856-1100  
Signature Address/City/ST/Zip Phone Number  
Swittsdale AZ 85125



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 # MC01-24 Keefe  
Tract 1, Floor + Decor

DATE RECEIVED: 1-10-24

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

The area of land sought to be changed contains approximately 11.904 acres, having frontage of approximately 651.01 feet located (1) along the EAST side of CABELA DRIVE approximately \_\_\_\_\_ feet \_\_\_\_\_ of \_\_\_\_\_. 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?

EXISTING PUD DOES NOT ALLOW OUTPARCELS.

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

THE COMMUNITY/NEIGHBORHOOD WILL BENEFIT FROM THE ADDITIONAL USERS/TENANTS. ADDITIONAL USERS WILL PROMOTE ECONOMIC DEVELOPMENT.

- 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?

EXISTING PUBLIC ROADS ARE ADEQUATE TO CARRY THE TRAFFIC THAT WILL BE IMPOSED UPON THE PROPOSED CHANGES.

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

CONVERSATIONS WITH BULTER COUNTY ENGINEERING OFFICE HAVE NOT YET BEEN CONDUCTED.

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

PROPERTY IS CURRENTLY SERVICE BY PUBLIC SEWER AND WATER. PROPER DRAINAGE IS CURRENTLY PROVIDED AT EXISTING DEVELOPMENT.

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

THE PROPOSED ARCHITECTURAL TREATMENT WILL BE IN ALIGNMENT WITH THE PUD AND WILL COMPLY WITH THE ARCHITECTURAL DESIGN STANDARDS.

**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>
-----------------------	----------------------------------------------	----------------------

1. LIBERTY RETAIL MANAGEMENT, LLC 30200 TELEGRAPH RD STE 205 BINGHAM FARMS, MI 48025 02020311000008		
--------------------------------------------------------------------------------------------------------	--	--

2. DILLARD TENNESSEE OPERATING LP 1600 CANTRELL RD, LITTLE ROCK, AR 72201 02020311000009		
---------------------------------------------------------------------------------------------	--	--

3. LIBERTY COMMERCIAL LLC 1171 SOUTH ROBERTSON BLVD, PMB 225, LOS ANGELES, CA 90035 M5620400000106		
-------------------------------------------------------------------------------------------------------	--	--

4. ELIZABETH WETHERINGTON LLC 45 FAIRFIELD AVE, STE 200 NEWPORT, KY 41073 M5620400000108		
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5. TYLER'S PLACE HOTEL COMPANY LLC 45 FAIRFIELD AVE, STE 200, BELLEVUE, KY 41073 M561000000095		
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**PROPERTY OWNER'S AFFIDAVIT**

STATE OF OHIO  
COUNTY OF BUTLER

I (we) STORE SPE Cabela's I 2017-3, LLC

hereby certify that we are all of the owners of the real estate which is the subject of the pending zoning application; that we hereby consent to the Board of Trustees of West Chester Township approving a Major Change to a PUD for the subject real estate; that we understand that our application will be considered and processed in accordance with the regulations as set forth by the West Chester Township Community Development Department and Zoning Resolution; that we agree to accept, fulfill and abide by those regulations and all stipulations and conditions attached to the Major Change to the PUD plan. I (we) authorize West Chester Township to place a Public Meeting notification sign on the property. I (we) authorize West Chester Township staff and board members to enter and inspect the property. The statements and attached exhibits are in all respects true and correct to the best of my/our knowledge and belief.

*Angela Donahoe*

Signature

**Angela Donahoe  
Senior Vice President**

Printed Name

3377 E Hart Ford Dr, Sk1100

Mailing Address

Scottsdale, AZ 85255

City / State / Zip

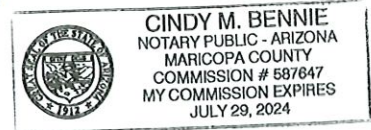
480-256-1100

Phone

Subscribed and sworn to before me this 3<sup>rd</sup> day of January 2024

*Cindy M. Bennie*

Notary Public



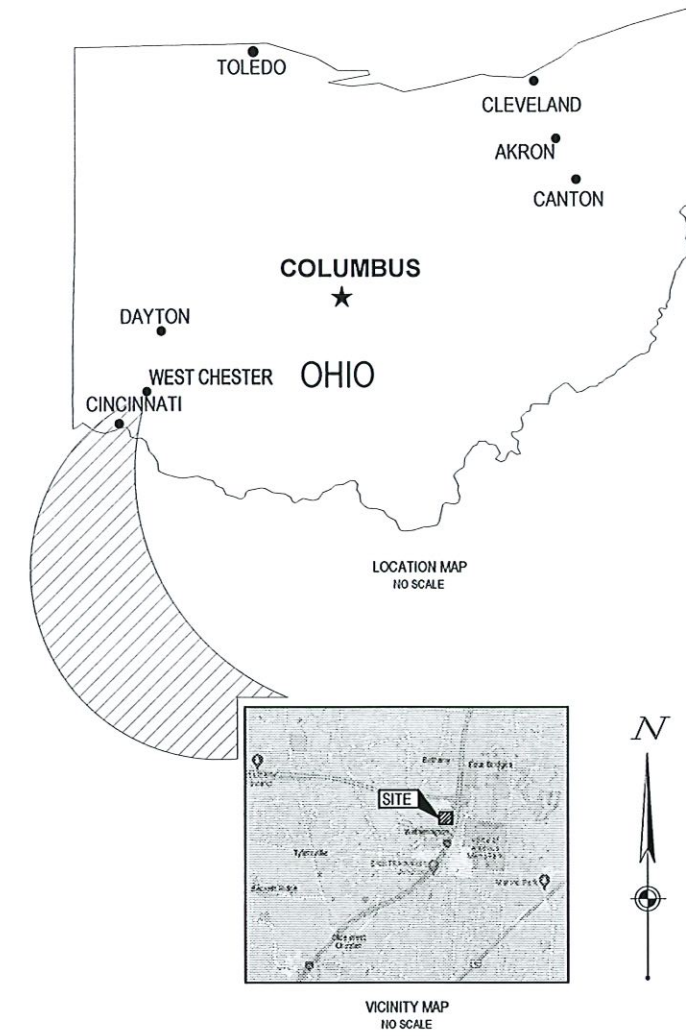
Person to be contacted for details, other than signatory:

Summer Zimmers 2500 Windy Ridge Pkwy SE 303-847-2869  
Name Address/City/St/Zip Atlanta, GA Phone Number  
30339

CITY OF WEST CHESTER, BUTLER COUNTY, OHIO  
**OUTPARCEL EXHIBIT**  
 FOR  
**FLOOR AND DECOR**

7250 CABELA DRIVE  
 WEST CHESTER, OHIO 45069

Sheet List Table	
Sheet Number	Sheet Title
C1.0	COVER SHEET
	REPLAT SURVEY
	ALTA SURVEY
EX-1	SITE PLAN
EX-2	GRADING AND UTILITY PLAN



**DEVELOPER:**  
 CENTERPOINT INTEGRATED SOLUTIONS  
 1626 COLE BLVD, SUITE 125  
 LAKEWOOD, CO 80401  
 PHONE: (970) 749-5907  
 CONTACT: SUMNER ZAMMERS  
 EMAIL: SUMNER.ZAMMERS@FLOORANDDECOR.COM

**ENGINEER:**  
 CESO, INC.  
 175 MONTROSE WEST AVENUE, SUITE 400  
 AKRON, OHIO 44321  
 PHONE: (330) 395-5594  
 CONTACT: MATT YANDA

**ARCHITECT:**  
 ARCHITECTURAL DESIGN-GUILD  
 2710 SUTTON BLVD.  
 ST. LOUIS, MO 63143  
 PHONE: (314) 644-1234  
 FAX: (314) 644-4373

**TENANT:**  
 FLOOR AND DECOR  
 PHONE: (618) 261-0888  
 EMAIL: AARON.DOUGLAS@FLOORANDDECOR.COM  
 CONTACT: AARON DOUGLAS

**GOVERNING AGENCIES AND UTILITY COMPANIES:**

**WATER & SEWER:**  
 BUTLER COUNTY WATER AND SEWER  
 130 HIGH STREET  
 HAMILTON, OH 45011  
 PHONE: (513) 687-3056

**ELECTRIC & GAS SERVICE:**  
 DUKE ENERGY  
 PHONE: (800) 634-4300

**COMMUNICATIONS:**  
 XX  
 PHONE: (800) XXX-XXXX

**STORMWATER:**  
 BUTLER COUNTY STORM WATER DISTRICT  
 1921 FAIRGROVE AVENUE  
 HAMILTON, OH 45011  
 PHONE: (513) 785-4120

**ZONING:**  
 WEST CHESTER TOWNSHIP COMMUNITY  
 DEVELOPMENT  
 PLANNING AND ZONING  
 9577 BECKETT RD. STE. 100  
 WEST CHESTER, OH 45069  
 PHONE: (513) 777-4214

**PROPERTY DATA:**

**PARCEL OWNER:** STORE SPE CABELAS 1 2017 3 LLC  
**PARCEL ID:** UJ5620400000107  
**ADDRESS:** 7250 CABELA DRIVE  
 WEST CHESTER, OH 45069  
**PROPERTY AREA:** 11.904 AC  
**ZONING:** C-PUD COMMERCIAL RETAIL  
**PROPOSED USE:** COMMERCIAL RETAIL

**FLOODPLAIN DESIGNATION:** PARCEL IS LOCATED WITHIN "ZONE X" AS INDICATED BY THE FLOOD  
 MAP (FIRM) COMMUNITY PANEL NUMBER 39017C0355F, EFFECTIVE DATE:  
**INSURANCE RATE:** 10/19/2018; PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT  
 AGENCY.

BENCHMARK	DATUM:
BM 1:	NAVD83
CHISELED X SET ON THE NORTH ARROW BOLT ON FIRE HYDRANT ON SOUTHEAST SIDE OF SITE, NORTH OF HAMPTON INN BUILDING. ELEV = 904.30' (NAVD88)	
BM 2:	
CHISELED X SET ON EAST FACE OF LIGHT POLE BASE, AT THE SOUTHWEST CORNER OF CABELA DRIVE AND TRAILSIDE DRIVE. ELEV = 881.32' (NAVD88)	
BM 3:	
CHISELED X SET ON WEST FACE OF LIGHT POLE BASE, ON NORTH SIDE OF THE PARKING LOT/SITE. ELEV = 885.37' (NAVD88)	



FORTY-EIGHT (48) HOURS  
 BEFORE DIGGING IS TO  
 COMMENCE, THE CONTRACTORS  
 SHALL NOTIFY THE FOLLOWING  
 AGENCIES: OHIO UTILITIES  
 PROTECTION SERVICE AT 811 OR  
 (800) 362-2764 AND ALL OTHER  
 AGENCIES WHICH MIGHT HAVE  
 UNDERGROUND UTILITIES  
 INVOLVING THIS PROJECT AND  
 ARE NONMEMBERS OF OHIO  
 UTILITIES PROTECTION SERVICE.

CENTERPOINT

OUTPARCEL EXHIBIT  
 7250 CABELA DRIVE  
 WEST CHESTER, OH 45069

Revisions / Submissions		
ID	Description	Date

Project Number: 761336  
 Scale: 1" = 40'  
 Drawn By: TW  
 Checked By: MY  
 Date: 12/27/2023  
 Issue: NOT FOR CONSTRUCTION

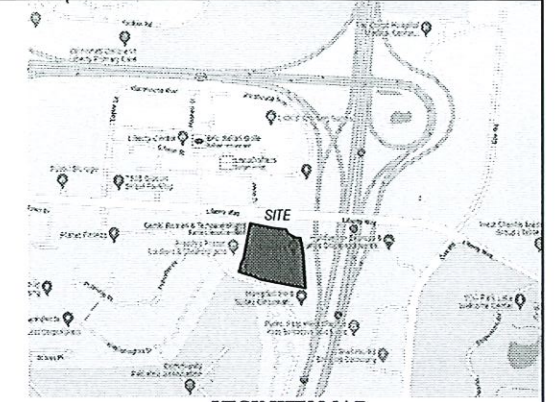
Drawing Title:  
**COVER SHEET**  
**C-1**

W:\PROJECTS\CENTERPOINT\761336 - Floor & Decor - West Chester, OH\03-CIVIL\EXHIBIT\159\_OUTPARCEL\_EXHIBIT.mxd - 1/13/2024 - Matt Yanda



# BOUNDARY/TOPOGRAPHIC SURVEY

7250 CABELA DRIVE  
SECTION 18, TOWN 3N, RANGE 2E  
TOWNSHIP OF WEST CHESTER, BUTLER COUNTY, OHIO  
CONTAINING 11.904 ACRES



VICINITY MAP:  
NOT TO SCALE

### UTILITY DISCLAIMER:

THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES LOCATED HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES LOCATED ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

UNDERGROUND DETECTIVE TICKET NUMBER: C01ACR08-977A-4A23-9840-F0687000091F

### BENCHMARKS:

- BM 1 - CHISELED X SET ON THE NORTH ARROW BOLT ON FIRE HYDRANT ON SOUTHEAST SIDE OF SITE, NORTH OF HAMPTON INN BUILDING.  
ELEV = 504.33' (NAVD83)
- BM 2 - CHISELED X SET ON EAST FACE OF LIGHT POLE BASE, AT THE SOUTHWEST CORNER OF CABELA DRIVE AND TRAILSIDE DRIVE.  
ELEV = 881.32' (NAVD83)
- BM 3 - CHISELED X SET ON WEST FACE OF LIGHT POLE BASE, ON THE NORTH SIDE OF THE PARKING LOTSITE.  
ELEV = 655.37' (NAVD83)

### SURVEYOR'S NOTES:

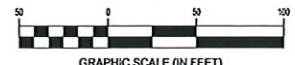
1. ALL DATA SOURCES, DOCUMENTS AND RECORDS SHOWN HEREON ARE ON FILE IN THE BUTLER COUNTY RECORDERS OFFICE LOCATED IN MAMMOTH, OHIO.
2. ALL MONUMENTATION SHOWN HEREON IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
3. HORIZONTAL DATUM - U.S. STATE PLANE, NAD83 OHIO SOUTH (3402) ESTABLISHED FROM UTILIZING OHIO VRS. COORDINATES TAKEN TO GROUND AT LATITUDE N39°22'01.94170", LONGITUDE W84°22'09.06674", PROJECT HEIGHT 784.049' GROUND SCALE FACTOR 1.0001054741629.
4. NO ZONING REPORT WAS PROVIDED TO THE SURVEYOR AT THE TIME OF THIS SURVEY.
5. THERE CURRENTLY EXIST 520 REGULAR STRIPED PARKING SPACES AND 13 HANDICAPPED SPACES ON SITE.
6. DIRECT ACCESS TO THE SUBJECT PARCEL IS AVAILABLE VIA TYLERS PLACE BLVD.
7. NO ROADWAY IMPROVEMENT PLANS WERE DISCLOSED TO CESO DURING THE SURVEY.
8. STRUCTURES ARE AS SHOWN HEREON, NO EVIDENCE OF RECENT EARTHWORK AND RECENT BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
9. NO EVIDENCE THAT SUBJECT PROPERTY IS BEING USED AS A SANITARY LANDFILL.
10. NO EVIDENCE OF WETLAND DELINEATION AREAS WERE EVIDENT AT THE TIME OF THE SURVEY.
11. SURVEYOR OBSERVED NO IDENTIFIABLE ENCROACHMENTS AT TIME OF SURVEY.
12. NO PARTY WALLS DESIGNATED BY CLIENT FOR DETERMINATION.
13. PARCEL IS LOCATED WITHIN "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 30017C0355F, EFFECTIVE DATE 10/19/2018; PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

### TOPOGRAPHIC LEGEND

- |                        |                    |
|------------------------|--------------------|
| ○ BOLLARD              | □ GAS METER        |
| □ CATCH BASIN          | ○ LIGHT POLE       |
| ○ CLEANOUT             | ○ SANITARY MANHOLE |
| □ CURB INLET           | ↑ SIGN             |
| □ ELECTRIC BOX         | ⊙ STORM MANHOLE    |
| □ ELECTRIC METER       | □ TELEPHONE BOX    |
| □ ELECTRIC TRANSFORMER | ○ WATER VALVE      |
| ○ FIRE HYDRANT         | II WATER SHUT-OFF  |
| ◆ BENCHMARK            | ♂ FLAG POLE        |
| ☼ TREE                 | ⊕ GAS VALVE        |
| — GUY WIRE             | —                  |
- 
- |           |                         |
|-----------|-------------------------|
| — STM     | — STORM SEWER           |
| — SAV     | — SANITARY SEWER        |
| — OHL     | — OVERHEAD LINE         |
| — SETBACK | —                       |
| — G       | — UNDERGROUND GAS       |
| — UGT     | — UNDERGROUND TELEPHONE |
| — USE     | — UNDERGROUND ELECTRIC  |
| —         | — MINOR CONTOUR LINE    |
| —         | — MAJOR CONTOUR LINE    |

### SURVEY LEGEND

- |                                       |                        |
|---------------------------------------|------------------------|
| ○ - 5/8" Iron Pin Set w/cap CESO, Inc | Fnd. (F) - Found       |
| ○ - Iron Pin Found as Described       | Usd. (U) - Used        |
| ○ - Iron Pipe Found as Described      | Obs. (O) - Observed    |
| ○ - Railroad Spike Found              | Rec. (R) - Deed        |
| □ - Monument Found as Described       | Calc. (C) - Calculated |
| ○ - PK Nail/Mag Nail Found            |                        |
| ● - PK Nail/Mag Nail Set              |                        |



### SURVEYOR'S CERTIFICATION:

The field work was completed in AUGUST 2022.  
Date of plat or map: AUGUST 25, 2022

### PRELIMINARY

Signed: SEAN BROOKS, P.S. 8828  
CESO, Inc.  
3601 RIGBY ROAD, SUITE 300  
MIAMI SBURG, OH 45342

### EXISTING CONDITIONS SURVEY

### FLOOR AND DECOR

7250 CABELA DRIVE  
WEST CHESTER TOWNSHIP  
SCALE: 1"=50'  
DATE: 8/25/2022

DESIGN: NA  
DRAWN: TBC  
CHECKED: STB



SECTION 18, TWP. 2N, R. 2E,  
BUTLER COUNTY, OHIO

JOB NO: 761339  
SHEET NO: 1 OF 1

**SURVEYOR:**  
CESO, INC.  
3601 RIGBY ROAD, SUITE 300  
MIAMI SBURG, OHIO 45342  
(937) 435-8554

OHIO DEPARTMENT OF  
TRANSPORTATION  
PARCEL NUMBER:  
M561002000141  
VOL. 52, PG. 9

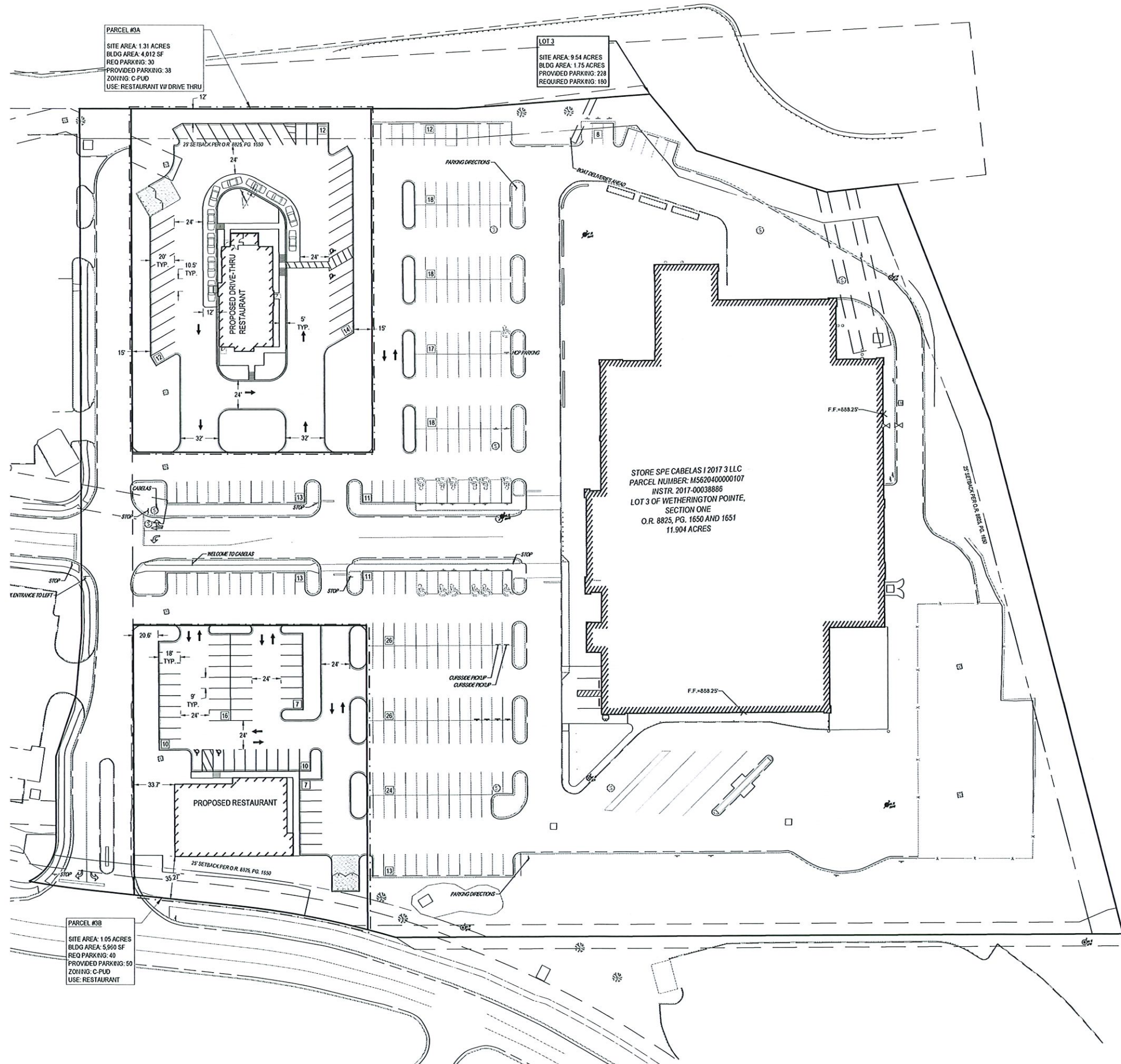
TYLERS PLACE HOTEL COMPANY LLC  
& MTB LIBERTY LLC  
PARCEL NUMBER: M561002000095  
VOL. 31, PG. 5

LIBERTY COMMERCIAL LLC  
PARCEL NUMBER: M562040000108  
LOT 2 OF WETHERINGTON POINTE,  
SECTION ONE  
O.R. 8825, PG. 1650 AND 1651

ELIZABETH WETHERINGTON LLC  
PARCEL NUMBER: M562040000108  
LOT 4 OF WETHERINGTON POINTE,  
SECTION ONE  
O.R. 8825, PG. 1650 AND 1651

STORE SPE CABELAS 1 2017 3 LLC  
PARCEL NUMBER: M562040000107  
INST. 2017-00038886  
LOT 3 OF WETHERINGTON POINTE,  
SECTION ONE  
O.R. 8825, PG. 1650 AND 1651  
11.904 ACRES

W:\PROJECTS\CENTERPOINT\1336 - Floor & Decor - West Chester, OH\3-CIVIL\EXHIBIT\1336\_OUTPARCEL\_EXHIBIT.dwg - 11/3/2024 - Matt Yendis



PARCEL #8A  
SITE AREA: 1.31 ACRES  
BLDG AREA: 4,012 SF  
REQ PARKING: 30  
PROVIDED PARKING: 33  
ZONING: C-PUD  
USE: RESTAURANT W/ DRIVE THRU

LOT 3  
SITE AREA: 9.54 ACRES  
BLDG AREA: 1.75 ACRES  
PROVIDED PARKING: 228  
REQUIRED PARKING: 180

PARCEL #8B  
SITE AREA: 1.05 ACRES  
BLDG AREA: 5,960 SF  
REQ PARKING: 40  
PROVIDED PARKING: 50  
ZONING: C-PUD  
USE: RESTAURANT

STORE SPE CABELAS I 2017 3 LLC  
PARCEL NUMBER: M5620400000107  
INSTR. 2017-00038886  
LOT 3 OF WETHERINGTON POINTE,  
SECTION ONE  
O.R. 8825, PG. 1650 AND 1651  
11.904 ACRES



WWW.CESOINC.COM  
175 Morton Road, Suite 400  
Alton, OH 44221  
Phone 330 665 0602 Fax 330 208 4225

CENTERPOINT

OUTPARCEL EXHIBIT

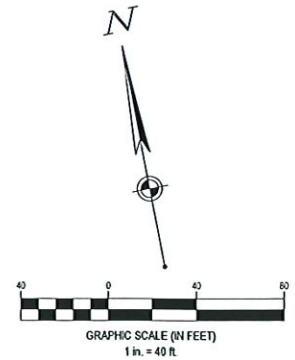
7250 CABELA DRIVE  
WEST CHESTER, OH 45069

Revisions / Submissions

ID	Description	Date

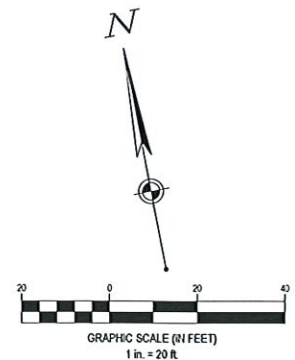
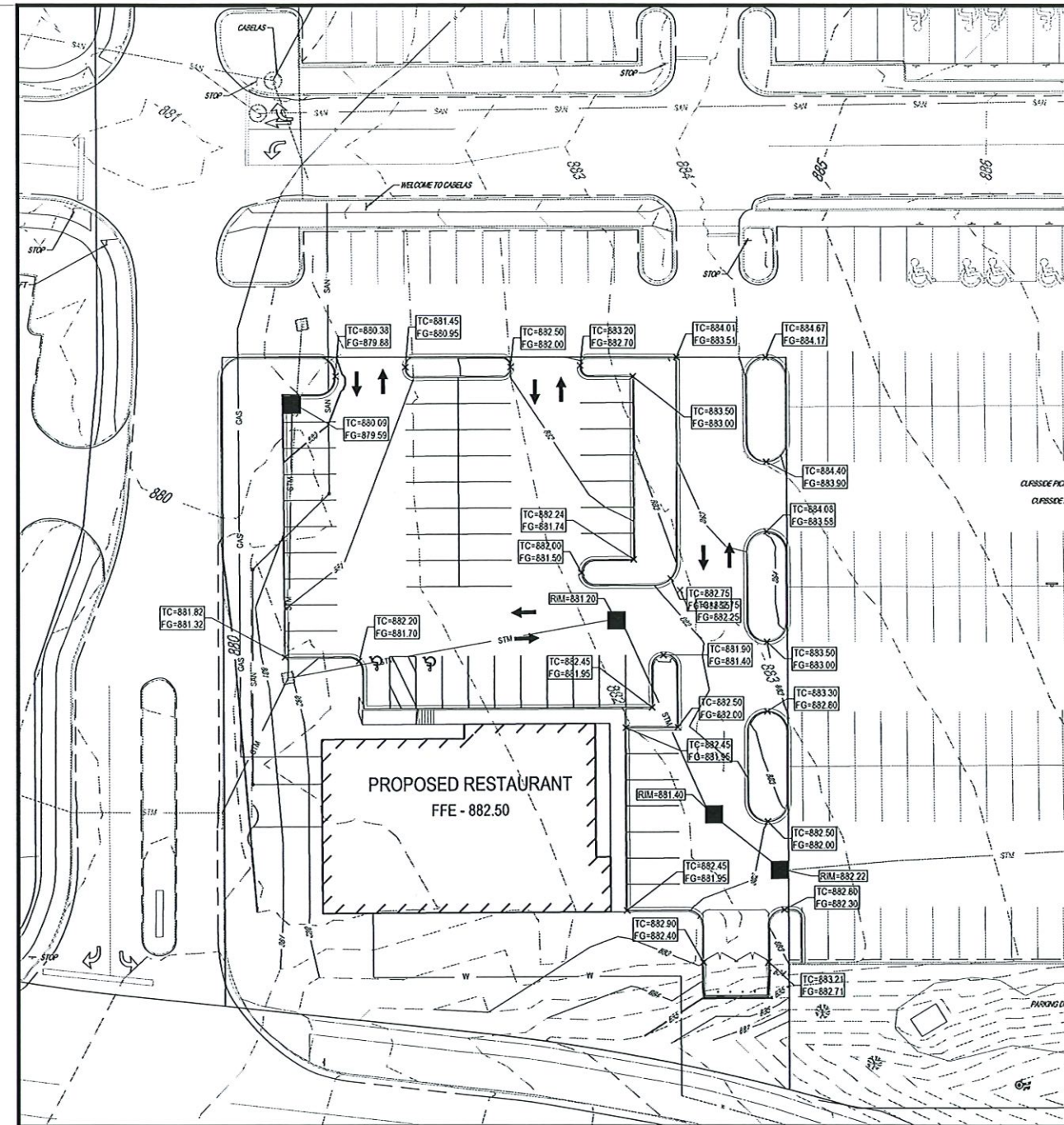
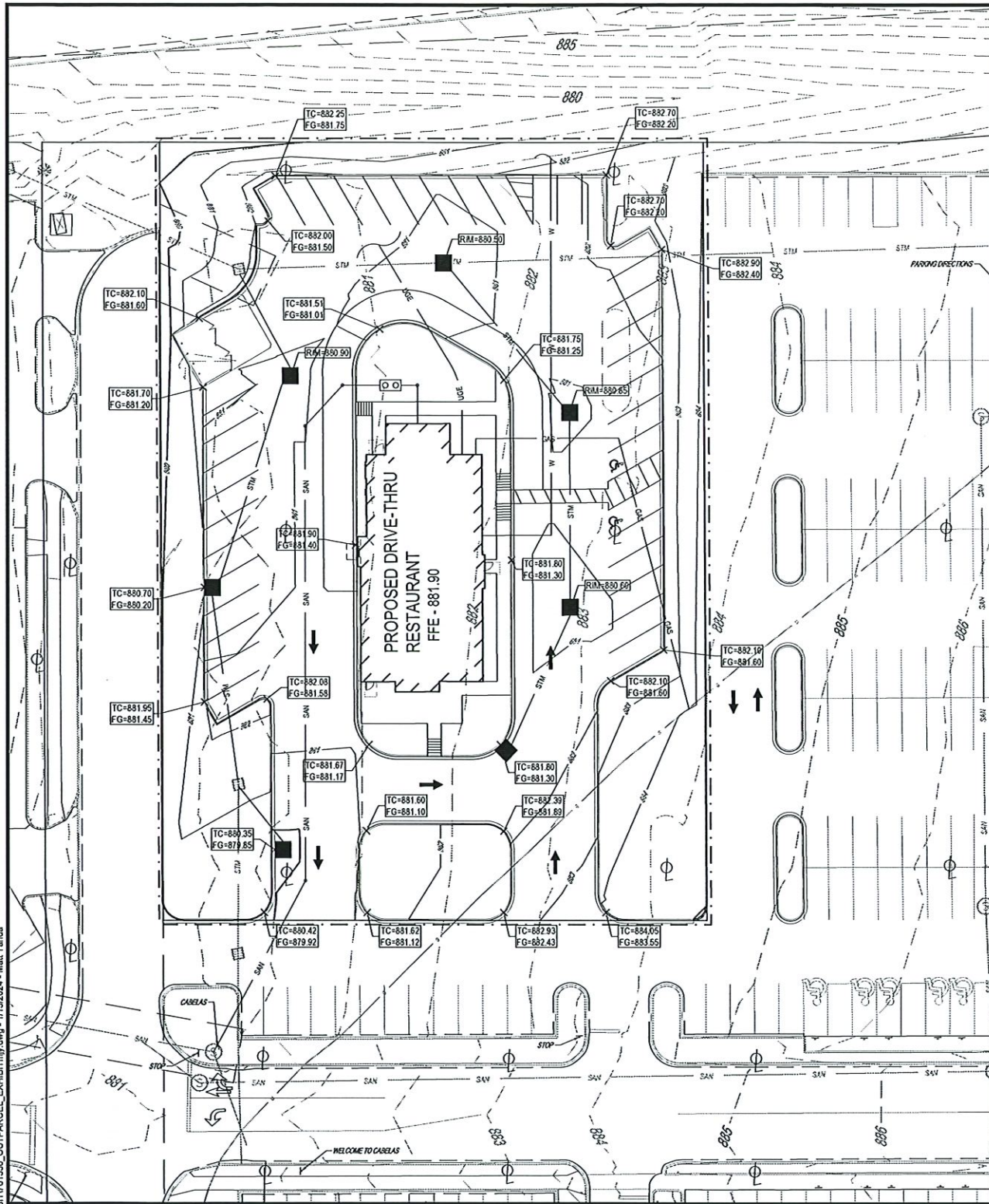
Project Number: 761336  
Scale: 1" = 40'  
Drawn By: TW  
Checked By: MY  
Date: 12/27/2023  
Issue: NOT FOR CONSTRUCTION

Drawing Title: SITE PLAN



EX-1

M:\PROJECTS\CENTERPOINT\1336 - Floor & Decor - West Chester, OH\103-CIVIL\EXHIBIT\1336\_OUTPARCEL\_EXHIBIT.dwg - 11/20/24 - Matt Yards



**CENTERPOINT**

**OUTPARCEL EXHIBIT**

7250 CABELA DRIVE  
WEST CHESTER, OH 45069

Revisions / Submissions		
ID	Description	Date

Project Number: 761336  
 Scale: 1" = 20'  
 Drawn By: TW  
 Checked By: MY  
 Date: 12/27/2023  
 Issue: NOT FOR CONSTRUCTION

Drawing Title:  
**GRADING AND UTILITY PLAN**

**EX-2**