

West Chester

— OHIO —

Trustees Meeting Agenda April 23, 2024

Trustees

Lee Wong, Chair
Mark S. Welch
Ann Becker

Fiscal Officer

Bruce Jones
Administrator
Larry D. Burks

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

None

Mr. Burks

Personnel Items

None

Mr. Wong

Action Items – For approval by motion

1. Motion to approve Trustee Meeting Minutes - April 9, 2024
2. Motion to approve payment of bills - April 1, 2024 through April 12, 2024

Mr. Burks

Requisitions – Greater than \$7,500.00

3. CIT \$ 29,844.20 Nuspire Corporation - Renew annual antivirus software license and firewall support and management
4. CIT \$ 10,866.07 CentralSquare Technologies LLC - Purchase CAD interface to Locution Automated Dispatch (CIP 1887)
5. CIT \$ 10,230.00 Vercom Systems, Inc. - Renew annual support for Township VOIP phone system
6. Police \$ 51,438.00 McCluskey Chevrolet, Inc. - Purchase one 2024 Chevrolet Tahoe (CIP 1586)
7. Police \$ 31,259.80 Tri-State Public Safety - Purchase and install equipment to outfit one K9 police vehicle (CIP 1586)
8. Services \$2,361,109.23 Barrett Paving Materials, Inc. - Approve paving application for 2024 (CIP 1610 & 1594)

April 23, 2024

Mr. Burks

Business Items

9. Adm Motion to advertise Request for Proposals for Strategic Plan Development
10. Adm Motion to approve lease agreement between West Chester Township Board of Trustees and MetroParks of Butler County to lease a portion of property located at Voice of America MetroPark; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
11. Adm Motion to approve Assignment and Assumption of Lease Agreement between West Chester Township Board of Trustees and Submarine Cincinnati Memorial Association; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
12. CIT Motion to approve contract between West Chester Township Board of Trustees and Locutions Systems, Inc. for purchase and installation of Automated Voice Dispatch Systems not to exceed \$159,393.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract (CIP 1887)
13. PIE Motion to approve inter-agency agreement between West Chester Township Board of Trustees and MetroParks of Butler County for the production of Taps, Tastes, and Tunes and Fourth of July Fireworks; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
14. PIE Motion to approve license agreement between West Chester Township Board of Trustees and Coldiron Events LLC for the presentation of Taps, Tastes and Tunes on Township-owned property at 8070 Tylersville Road; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
15. PIE Motion to approve contract between West Chester Township Board of Trustees and Rozzi, Inc. for presentation of Fourth of July Fireworks not to exceed \$20,000.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract
16. Services Motion to approve service agreement between West Chester Township Board of Trustees and Pavement Management Group to provide baseline inspection of township roadways not to exceed \$63,525.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP # 1975)
17. Services Motion to approve Statutory Resolution 19-2024 declaring surplus items for disposal

Resolutions

Citizen's Comments

Discussion Items & Elected Official Comments

Adjourn

AGENDA ITEM COVER SHEET



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|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Action Item |
| Submitted By: | |
| Larry D. Burks, Township Administrator | |

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| Motion: |
| Motion to approve Trustee Meeting Minutes - April 9, 2024 |

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

Record of Proceedings: **April 9, 2024**
West Chester Township Board of Trustees - Regular Meeting

Convene: Chairperson Wong convened the meeting at 5:02 p.m.

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

Pledge of Allegiance: Repeated by those present.

MOTION made at 5:04 p.m. by Mrs. Becker, seconded by Mr. Welch, 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) to consider the purchase of property for public purposes, the sale of property by competitive bid, or the sale or other disposition of unneeded, obsolete, or unfit- for-use property in accordance with section 505.10 of the Revised Code. O.R.C. 121.22(G)(2); (3) preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment. O.R.C. 121.22(G)(4). Discussion: none. **Motion carried unanimously.** Mr. Wong said the Board would return to adjourn the Executive Session and to resume the Regular meeting. Mr. Wong declared the meeting in recess.

Post Executive Session/ Adjournment

MOTION made at 6:03 p.m. by Mr. Welch Mrs. Becker to adjourn the Executive Session and resume the April 9, 2024. Regular meeting, seconded by Mr. Welch Mrs. Becker. Discussion: none. **Motion carried unanimously.**

Citizen's Comments

Roberta Stagge, 6450 West Chester Road, from the Hopewell Chapter of the Daughters of the American Revolution, announced that West Chester Township has been recognized with the National DAR Historic Preservation recognition award through the efforts of the West Chester Historical Society.

Presentations

Dennis Dick, West Chester Township, received a proclamation from the Board for National Public Safety Telecommunicators Week, recognizing their excellent service. Mr. Dick thanked the Board for the recognition.

Leo Chan, Executive Director of the Asia Chamber of America, gave an update on the Asia/Pacific Regional Cooperation in Trade & Investments.

Personnel Items

MOTION made by Mr. Welch, seconded by Mrs. Becker, to (1) approve a 4% merit pool for the 2024 merit performance increases; and, a not to exceed 4.5% individual increase for qualified

non-contract exempt and nonexempt employees or a 4% lump sum payment for employees who are at the top of their wage scale; and, authorize Township Administrator to approve and apply said merit performance increases effective the pay period closest to July 1, 2024; (2) approve Collective Bargaining Agreement effective January 1, 2024 to December 31, 2026 between West Chester Township Board of Trustees and International Association of Fire Fighters, Local 3518; (3) promote Jason A. Jeffers to the position of Fire Lieutenant effective April 15, 2024 at the hourly rate of \$34.19; (4) promote Marcus E. Fox to the position of Fire Lieutenant effective June 1, 2024 at the hourly rate of \$34.19. Discussion: Mr. Welch suggested the union negotiation was a win-win agreement. He also said the merit pay keeps West Chester competitive, marketable, and sustainable. Lastly, he congratulated Misters Jeffers and Fox for their promotion. Mrs. Becker said the merit pay helps moral, and likewise thanked the two new Lieutenants for their service, and their families. Mr. Wong said West Chester hires the best and deserves to properly compensated. He also appreciated the union negotiation efforts. He also praised the two Lieutenants for their promotion. **Motion carried unanimously.**

Thereupon Fiscal Officer Jones administered the Oath of Office to Firefighters Jeffers and Fox, accompanied by Chief Prinz. Subsequently, Jeffers and Fox were pinned by a member of their family.

Action Items – For Approval by Motion

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve the Trustee Meeting Minutes for March 26, 2024. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve payment of bills – March 4, 2024 through March 29, 2024. Discussion: none. **Motion carried unanimously.**

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

9. Adm \$72,520.86 Frost Brown Todd LLC - Legal Services through February 29, 2024 (various departments)
10. Fire \$21,739.76 Mobilcomm, Inc. - Upgrade Station Alert systems to interface with Locution Automated Dispatch (CIP 1887)
11. Police \$70,686.00 Vance Outdoors, Inc. - Purchase 100 duty pistols (CIP 1960)
12. Police \$38,700.20 Bachman's, Inc. - Replace two HVAC units (CIP 2004)
13. Services \$306,511.70 National Shotcrete LLC - Repair storm water pipes (CIP 1613)
14. Services \$126,713.30 Kimco USA, Inc. - Purchase conveyor for loading salt dome (CIP 1922)
15. Services \$52,813.75 Benchmark Land Management LLC - Replace storm pipe on Sutton Place (CIP 1928)

Requisitions – Greater than \$7,500.00

MOTION made by Mr. Welch, seconded by Mrs. Becker, to approve payment of requisitions 9 through 15. Discussion: In response to Mrs. Becker's question with item #14, she was advised that there was no savings to having our personnel unload the salt. Mr. Dick then responded to her question about item #10 and the upgrades they're implementing to our dispatch system. In

response to Mr. Welch's questions, Chief Herzog confirmed the pistols (item #11) would be paid from drug forfeiture funds, and a trade-in of the department's current, dated weapons. **Motion carried unanimously.**

Business Items

MOTION made by Mrs. Becker seconded by Mr. Welch, to advertise Request for Proposals for Collection, Disposal & Processing Residential Solid Waste & Recycling 2025 – 2028.

Discussion: Mrs. Becker said this would save residents money. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mrs. Becker, to approve license agreement between West Chester Township Board of Trustees and Union Centre Boulevard Merchant Association for use of Township property at 9285 Centre Pointe Drive and adjacent and ancillary roadways for the Union Centre Food Truck Rally. Discussion: Mrs. Becker said she like the move from August to June because the weather was better in June. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to apply for the 2024-2025 U.S. Department of Justice Bulletproof Vest Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve agreement between West Chester Township Board of Trustees and McGill Smith Punshon, Inc. for the USS Cincinnati Access Road and Parking lot design not to exceed \$45,980.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP 1991). Discussion: Mr. Welch expressed his appreciation for the USS Cincinnati memorial project. In response to Mr. Wong's questions, Mr. Burks explained the positioning of the roadway and the memorial. **Motion carried unanimously.**

First Reading of Resolutions & Reading of Emergency Resolutions

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

Citizen's Comments

There were no citizen's comments.

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

There was no Second Reading & vote on pending resolutions & vote on emergency resolutions.

Discussion Items & Elected Official Comments

Mr. Jones observed the Naturalization ceremony for new American citizens recently conducted at Lakota East. He said Mr. Wong was the keynote speaker and praised him for his message emphasizing assimilation and good citizenship. Mr. Wong said he wrote his speech from his heart.

Mr. Burks observed the eclipse party the day before at the Fitton Center, hosted by Michelle Moody. He also thanked the West Chester communication professionals for their service.

Adjournment

MOTION made at 7:01 p.m. by Mrs. Becker, seconded by Mr. Welch, to adjourn the April 9, 2024 Regular meeting. Discussion: none. **Motion carried unanimously.**

Respectfully Submitted,

Approved,

Bruce Jones, Fiscal Officer

Lee Wong, Chairperson

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AGENDA ITEM COVER SHEET



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|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Action Item |
| Submitted By: | |
| Larry D. Burks, Township Administrator | |

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| Motion: |
| Motion to approve payment of bills - April 1, 2024 through April 12, 2024 |

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

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|----------------------|--------|----------------------------------|------------|------------|-------|------------|
| 1761 | 04/01/2024 | MANUAL | 004244 Kentucky Dept of Revenue | 278.57 | | | |
| | INVOICE NO | | ACCOUNT | | AMOUNT | | |
| | Mar 2024 A | | 1010-00-0000-22010-000000-000000 | | 278.57 | | |
| 1762 | 04/01/2024 | MANUAL | 004247 Ohio Business Gateway | 25,165.72 | | | |
| | Mar 2024 A | | 1010-00-0000-22010-000000-000000 | | 25,165.72 | | |
| 1763 | 04/01/2024 | MANUAL | 004244 Kentucky Dept of Revenue | 268.85 | | | |
| | Mar 2024 B | | 1010-00-0000-22010-000000-000000 | | 268.85 | | |
| 1764 | 04/01/2024 | MANUAL | 004247 Ohio Business Gateway | 23,695.28 | | | |
| | Mar 2024 B | | 1010-00-0000-22010-000000-000000 | | 23,695.28 | | |
| 1765 | 04/05/2024 | MANUAL | 000900 United States Treasury | 103,437.98 | | | |
| | 04/05/24 | | 1010-00-0000-22010-000000-000000 | | 103,437.98 | | |
| 1766 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 405.00 | | | |
| | Dayton Dev 3/1/24 | | 1010-AD-AD00-53410-000000- | | 405.00 | | |
| 1767 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 1,950.00 | | | |
| | Dayton Dev wong 3/1 | | 1010-AD-AD02-53410-000000- | | 1,950.00 | | |
| 1778 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 134.46 | | | |
| | Harbor Frt 2/28/24 | | 2050-CE-CE00-54010-000000- | | 134.46 | | |
| 1779 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 125.96 | | | |
| | Harbor Frt B 2/28/24 | | 2050-CE-CE00-54010-000000- | | 125.96 | | |
| 1780 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 42.96 | | | |
| | walmart 3/1/24 | | 2010-RD-RD00-56040-000000- | | 42.96 | | |
| 1781 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 89.99 | | | |
| | Harbor Frt 3/6/24 | | 2010-RD-RD00-53560-WINTER- | | 89.99 | | |
| 1782 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 68.47 | | | |
| | Century 3/7/24 | | 2010-RD-RD00-54010-000000- | | 68.47 | | |
| 1783 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 290.16 | | | |
| | USCargo 3/20/24 | | 2010-RD-RD00-54010-000000- | | 290.16 | | |
| 1784 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 90.00 | | | |
| | OSU 3/20/24 | | 1010-PK-PK00-53410-000000- | | 90.00 | | |
| 1785 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | -17.71 | | | |
| | US Cargo 3/21/24 | | 2010-RD-RD00-54010-000000- | | -17.71 | | |
| 1786 | 04/05/2024 | MANUAL | 003159 Charter Communications | 91.99 | | | |
| | 0371380 03/24/24 | | 1010-CD-CD00-55020-000000- | | 91.99 | | |
| 1787 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 315.96 | | | |

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 |
|---------|---------------------|--------|----------------------------------|-----------|---------|-------|------------|
| | Rural King 2/28/24 | | 2050-CE-CE00-54550-000000- | | 315.96 | | |
| 1788 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 259.98 | | | |
| | INVOICE NO | | ACCOUNT | | AMOUNT | | |
| | LebanonHRK 2/29/24 | | 2050-CE-CE00-54550-000000- | | 259.98 | | |
| 1789 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 8.14 | | | |
| | Michaels 3/6/24 | | 1010-PK-PK10-56030-NTRBSK- | | 8.14 | | |
| 1790 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 35.76 | | | |
| | WM SuperCtr 3/8/24 | | 1010-PK-PK10-56030-ARMCHR- | | 35.76 | | |
| 1791 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 10.00 | | | |
| | OSU 3/14/24 | | 1010-SV-SV00-53410-000000- | | 10.00 | | |
| 1792 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 35.76 | | | |
| | WM SuperCtr 3/22/24 | | 1010-PK-PK10-56030-ARMCHR- | | 35.76 | | |
| 1793 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 19.80 | | | |
| | WM SuperCtr 3/27/24 | | 1010-PK-PK10-56030-NTRBSK- | | 19.80 | | |
| 1794 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 5.96 | | | |
| | Michaels 3/29/24 | | 1010-PK-PK10-56030-NTRBSK- | | 5.96 | | |
| 1795 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 385.00 | | | |
| | Scott 3/7/24 | | 2050-CE-CE00-53530-000000- | | 385.00 | | |
| 1796 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 71.59 | | | |
| | Brown Dog 3/13/24 | | 1010-SV-SV00-54530-000000- | | 71.59 | | |
| 1797 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 805.33 | | | |
| | SignMax 3/19/24 | | 1010-SV-SV00-53530-000000- | | 805.33 | | |
| 1798 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 85.00 | | | |
| | eBay 3/19/24 | | 2010-RD-RD00-53510-000000- | | 85.00 | | |
| 1799 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 70.62 | | | |
| | DHL 3/25/24 | | 1010-SV-SV00-53730-000000- | | 70.62 | | |
| 1800 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 18.11 | | | |
| | UPS 3/26/24 | | 2010-RD-RD00-53730-000000- | | 18.11 | | |
| 1801 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 74.00 | | | |
| | PODS 3/27/24 | | 1010-SV-SV00-53550-000000- | | 74.00 | | |
| 1802 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 164.00 | | | |
| | PODS B 3/27/24 | | 1010-SV-SV00-53550-000000- | | 164.00 | | |
| 1803 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 16.21 | | | |
| | Piada 2/28/24 | | 1010-AD-AD00-53410-000000- | | 16.21 | | |

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 |
|---------|------------|--------|----------------------------------|----------------------------------|-----------|-------|------------|
| 1804 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 20.00 | | | |
| | | | INVOICE NO | ACCOUNT | AMOUNT | | |
| | | | Northstar 2/28/24 | 1010-AD-AD00-53410-000000- | 20.00 | | |
| 1805 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 370.00 | 370.00 | | |
| | | | Hilton 3/1/24 | 1010-AD-AD00-53410-000000- | | | |
| 1806 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 34.80 | 34.80 | | |
| | | | Saigon 3/12/24 | 1010-AD-AD00-54530-000000- | | | |
| 1807 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 60.00 | 60.00 | | |
| | | | Hydes 3/12/24 | 1010-AD-AD00-54530-000000- | | | |
| 1808 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 20.75 | 20.75 | | |
| | | | Grt Tang 3/20/24 | 1010-AD-AD00-54530-000000- | | | |
| 1809 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 13.45 | 13.45 | | |
| | | | Authorize 3/2/24 | 1010-CD-CD00-53180-000000- | | | |
| 1810 | 04/04/2024 | MANUAL | 002837 First Financial Bank Cred | 11.99 | 11.99 | | |
| | | | Dropbox 3/8/24 | 1010-CD-CD00-53170-000000- | | | |
| 401473 | 04/05/2024 | EFT | 001532 A-Plus Concrete & Excavat | 120.00 | 120.00 | | |
| | | | 11535 | 2010-RD-RD00-54550-000000- | | | |
| 401474 | 04/05/2024 | EFT | 002422 AFSCME Ohio Council 8, Lo | 442.40 | 442.40 | | |
| | | | 04.05.24 Union Dues | 1010-00-0000-22510-000000-000000 | | | |
| 401475 | 04/05/2024 | EFT | 002035 Al-Joe's Inc | 142.12 | 142.12 | | |
| | | | 1020011 | 1010-PK-PK00-53560-000000- | | | |
| 401476 | 04/05/2024 | EFT | 003174 Amazon Fullfillment Servi | 72.76 | | | |
| | | | IQL3-Q4PM-7FMR | 2010-RD-RD00-54510-000000- | 35.97 | | |
| | | | IQL3-Q4PM-7FMR | 2010-RD-RD00-53560-WINTER- | 72.76 | | |
| | | | IYHF-CRNC-9QQK | 2010-RD-RD00-54510-000000- | -35.97 | | |
| 401477 | 04/05/2024 | EFT | 000218 Dell Marketing L.P. | 72,302.46 | | | |
| | | | 10740374399 | 1010-AD-AD00-54810-000000- | 10,845.37 | | |
| | | | 10740374399 | 1010-CD-CD00-54810-000000- | 4,338.15 | | |
| | | | 10740374399 | 2010-RD-RD00-54810-000000- | 5,061.17 | | |
| | | | 10740374399 | 2070-PI-PI00-54810-000000- | 1,446.05 | | |
| | | | 10740374399 | 2090-DS-DS00-54810-000000- | 1,446.05 | | |
| | | | 10740374399 | 2090-PD-PD00-54810-000000- | 30,367.03 | | |
| | | | 10740374399 | 2100-DS-DS00-54810-000000- | 1,446.04 | | |
| | | | 10740374399 | 2100-FD-FD00-54810-000000- | 8,676.30 | | |
| | | | 10740374399 | 2110-EM-EM00-54810-000000- | 8,676.30 | | |
| 401478 | 04/05/2024 | EFT | 004227 Empower Retirement LLC | 1,470.00 | | | |
| | | | 04/05/24 | 1010-00-0000-22010-000000-000000 | 330.00 | | |

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 |
|---------|---------------|------|---|-----------|---|-------|------------|
| | 04/05/24 | | 1010-00-0000-22520-000000-000000 | | 1,140.00 | | |
| 401479 | 04/05/2024 | EFT | 004287 Enamel Pins Inc | 1,344.00 | | | |
| | INVOICE NO | | ACCOUNT | | AMOUNT | | |
| | G240227273393 | | 2090-PD-PD00-56020-000000- | | 1,344.00 | | |
| 401480 | 04/05/2024 | EFT | 003965 Everything Branded USA In 2090-PD-PD00-56040-000000- | 434.70 | 434.70 | | |
| 401481 | 04/05/2024 | EFT | 000254 Fastenal Company 2010-RD-RD01-54550-000000- | 275.20 | 275.20 | | |
| 401482 | 04/05/2024 | EFT | 000148 Finn All Seasons 2010-RD-RD00-54550-000000- | 332.70 | 332.70 | | |
| 401483 | 04/05/2024 | EFT | 002825 First Choice Coffee Servi 370179 2090-PD-PD00-54530-000000- 370179 2090-PD-PD00-54540-000000- 370174 1010-CD-CD00-54540-000000- | 259.20 | 215.91 15.42 27.87 | | |
| 401484 | 04/05/2024 | EFT | 000754 F.O.P. Lodge #186 FOP 18604/05/24 1010-00-0000-22510-000000-000000 | 2,067.50 | 2,067.50 | | |
| 401485 | 04/05/2024 | EFT | 004146 FOP Ohio Labor Council 147141 1010-00-0000-22510-000000-000000 | 720.64 | 720.64 | | |
| 401486 | 04/05/2024 | EFT | 004180 Franks Heavy Duty Collisi 41128 2010-RD-RD00-53560-000000- | 5,283.00 | 5,283.00 | | |
| 401487 | 04/05/2024 | EFT | 002655 Kimball Midwest 102076502 2010-RD-RD00-54010-000000- | 34.83 | 34.83 | | |
| 401488 | 04/05/2024 | EFT | 000373 Kleem Inc. 100436 2010-RD-RD01-54550-000000- | 1,070.64 | 1,070.64 | | |
| 401489 | 04/05/2024 | EFT | 001934 world Fuel Services March 2024 1010-PK-PK00-54710-000000- March 2024 2030-RD-RD00-54710-000000- March 2024 2090-PD-PD00-54710-000000- March 2024 2100-FD-FD00-54710-000000- March 2024 2110-EM-EM00-54710-000000- | 2,328.79 | 53.51 1,324.05 151.47 557.58 242.18 | | |
| 401490 | 04/05/2024 | EFT | 000410 McGill Smith Punshon Inc. 49550 2170-00-0000-57010-000000- | 2,180.23 | 2,180.23 | | |
| 401491 | 04/05/2024 | EFT | 000447 Murphy Supply Company 212450 1010-SV-SV00-54010-000000- 212450 1010-SV-SV00-54550-000000- 212450 2050-CE-CE00-54550-000000- 213422 1010-PK-PK00-54550-000000- | 1,064.70 | 89.00 44.00 44.00 54.00 | | |

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 |
|---------|------------|------|--|------------|--|-------|------------|
| | 213422 | | 1010-PK-PK11-54550-000000- | | 50.00 | | |
| | INVOICE NO | | ACCOUNT | | AMOUNT | | |
| | 213367 | | 1010-PK-PK00-54550-000000- | | 739.70 | | |
| | 213367 | | 2010-RD-RD00-54550-000000- | | 44.00 | | |
| 401492 | 04/05/2024 | EFT | 003157 National Testing Network 2090-PD-PD00-53230-000000- | 475.00 | 475.00 | | |
| 401493 | 04/05/2024 | EFT | 003478 O'Reilly Auto Enterprises 1738-344341 2090-PD-PD00-53510-000000- 1738-344383 2090-PD-PD00-53510-000000- 1738-345333 2090-PD-PD00-53510-000000- 1738-345621 2070-PI-PI00-53510-000000- | 477.29 | 15.34 299.98 21.98 139.99 | | |
| 401494 | 04/05/2024 | EFT | 000505 Rumpke of Ohio Inc. 3983038 1010-PK-PK00-54550-000000- 1207662 1010-PK-PK04-53550-000000- 1207858 1010-PK-PK04-53550-000000- | 1,391.92 | 1,023.64 184.14 184.14 | | |
| 401495 | 04/05/2024 | EFT | 003228 Smyrna Ready Mix Concrete 1020477896 2190-00-0000-57010-000000- | 1,142.50 | 1,142.50 | | |
| 401496 | 04/05/2024 | EFT | 000761 Staples Inc 3562158370 1010-CD-CD00-54510-000000- 3562586771 1010-CD-CD00-54510-000000- | 223.39 | 171.06 52.33 | | |
| 401497 | 04/05/2024 | EFT | 003424 Stop stick Ltd 0032975-IN 2090-PD-PD00-57060-000000- | 3,720.00 | 3,720.00 | | |
| 401498 | 04/05/2024 | EFT | 004231 Thomas Shelby and Company 1052 2090-DS-DS00-54010-000000- 1052 2100-DS-DS00-54010-000000- | 6,919.00 | 3,459.50 3,459.50 | | |
| 401499 | 04/05/2024 | EFT | 003930 TNT Floor Coatings LLC 186 2190-00-0000-57010-000000- | 3,580.00 | 3,580.00 | | |
| 401500 | 04/05/2024 | EFT | 003909 City of Trenton 03/30/24 A 2090-PD-PD00-51120-000000- 03/30/24 B 2090-PD-PD00-51120-000000- 03/30/24 C 2090-PD-PD00-51120-000000- 03/30/24 D 2090-PD-PD00-51120-000000- 03/30/24 E 2090-PD-PD00-51120-000000- 03/30/24 F 2090-PD-PD00-51120-000000- | 4,225.00 | 585.00 780.00 195.00 1,316.25 260.00 1,088.75 | | |
| 401501 | 04/05/2024 | EFT | 003219 Tri-State Public Safety 3732 2090-PD-PD00-57060-000000- 3732 2170-00-0000-57060-000000- 3732 2180-00-0000-57060-000000- 3732 2190-00-0000-57060-000000- | 121,170.00 | 92,089.20 1,211.70 9,693.60 18,175.50 | | |

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|-------------|------------|----------------------------------|-----------|----------|-------|------------|
| 401502 | 04/05/2024 | EFT | 000573 Valley Asphalt Corporatio | 367.35 | | | |
| | | INVOICE NO | ACCOUNT | AMOUNT | | | |
| | | 127583 | 2040-RD-RD00-54550-IHPAVE- | | 159.65 | | |
| | | 127645 | 2040-RD-RD00-54550-IHPAVE- | | 207.70 | | |
| 401503 | 04/05/2024 | EFT | 000616 Vance outdoors, Inc | 5,818.25 | | | |
| | 1134420 | -IN | 2090-PD-PD00-54550-000000- | | 5,818.25 | | |
| 401504 | 04/05/2024 | EFT | 001387 white Cap LP | 361.97 | | | |
| | 10019690660 | | 2010-RD-RD00-54010-000000- | | 38.37 | | |
| | 10019690660 | | 2010-RD-RD00-54550-000000- | | 167.76 | | |
| | 10019690660 | | 2010-RD-RD00-54720-000000- | | 87.84 | | |
| | 50026028646 | | 2010-RD-RD00-54010-000000- | | 68.00 | | |
| 1680400 | 04/05/2024 | PRINTED | 003964 Adrian L. Couch | 4,008.00 | | | |
| | MB040224 | | 2190-00-0000-57010-000000- | | 4,008.00 | | |
| 1680401 | 04/05/2024 | PRINTED | 000615 Altafiber | 1,893.80 | | | |
| | 777-1334 | Apr 24 | 2100-FD-FD00-55010-000000- | | 252.74 | | |
| | 777-2231 | Apr 24 | 1010-AD-AD00-55010-000000- | | 78.53 | | |
| | 777-2231 | Apr 24 | 1010-CD-CD00-55010-000000- | | 78.53 | | |
| | 777-2231 | Apr 24 | 1010-PK-PK00-55010-000000- | | 39.27 | | |
| | 777-2231 | Apr 24 | 2030-RD-RD00-55010-000000- | | 65.45 | | |
| | 777-2231 | Apr 24 | 2090-PD-PD00-55010-000000- | | 261.79 | | |
| | 777-2231 | Apr 24 | 2100-FD-FD00-55010-000000- | | 130.89 | | |
| | 777-2303 | Apr 24 | 2100-FD-FD00-55010-000000- | | 100.89 | | |
| | 942-6275 | Apr 24 | 1010-AD-AD00-55010-000000- | | 2.94 | | |
| | 942-6275 | Apr 24 | 1010-CD-CD00-55010-000000- | | 1.96 | | |
| | 942-6275 | Apr 24 | 2030-RD-RD00-55010-000000- | | 21.60 | | |
| | 942-6275 | Apr 24 | 2090-PD-PD00-55010-000000- | | 71.67 | | |
| | 755-3764 | Apr 24 | 2090-PD-PD00-55010-000000- | | 176.38 | | |
| | 755-3764 | Apr 24 | 2100-FD-FD00-55010-000000- | | 176.39 | | |
| | 874-1960 | Apr 24 | 2090-PD-PD00-55010-000000- | | 44.10 | | |
| | 874-6805 | Apr 24 | 1010-AD-AD00-55010-000000- | | 1.48 | | |
| | 874-6805 | Apr 24 | 1010-CD-CD00-55010-000000- | | .99 | | |
| | 874-6805 | Apr 24 | 2030-RD-RD00-55010-000000- | | 10.89 | | |
| | 874-6805 | Apr 24 | 2090-PD-PD00-55010-000000- | | 36.13 | | |
| | 874-6958 | Apr 24 | 1010-AD-AD00-55010-000000- | | 1.33 | | |
| | 874-6958 | Apr 24 | 1010-CD-CD00-55010-000000- | | .88 | | |
| | 874-6958 | Apr 24 | 2030-RD-RD00-55010-000000- | | 9.70 | | |
| | 874-6958 | Apr 24 | 2090-PD-PD00-55010-000000- | | 32.19 | | |
| | 942-4910 | Apr 24 | 1010-AD-AD00-55010-000000- | | 5.29 | | |
| | 942-4910 | Apr 24 | 1010-CD-CD00-55010-000000- | | 3.52 | | |
| | 942-4910 | Apr 24 | 2030-RD-RD00-55010-000000- | | 38.74 | | |
| | 942-4910 | Apr 24 | 2090-PD-PD00-55010-000000- | | 128.55 | | |
| | 103-0375 | Apr 24 | 1010-PK-PK12-55010-000000- | | 49.99 | | |
| | 103-0718 | Apr 24 | 1010-PK-PK11-55010-000000- | | 70.99 | | |
| 1680402 | 04/05/2024 | PRINTED | 004109 Anthem Blue Cross | 239.16 | | | |
| | 1891456 | | 2110-EM-EM00-42050-000000- | | 239.16 | | |

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 |
|---------|------------|---------|----------------------------------|----------------------------------|----------|-----------|------------|
| 1680403 | 04/05/2024 | PRINTED | 000066 Art's Rental Equipment | 4,400.00 | | | |
| | | | INVOICE NO | ACCOUNT | AMOUNT | | |
| | | | 1106610C-6 | 2020-RD-RD00-53550-WINTER- | 4,400.00 | | |
| 1680404 | 04/05/2024 | PRINTED | 001551 Brewpro | 1,674.00 | | | |
| | | | 126456 | 2040-RD-RD00-54550-IHPAVE- | | 3,024.00 | |
| | | | CM-35308 | 2040-RD-RD00-54550-IHPAVE- | | -1,350.00 | |
| 1680405 | 04/05/2024 | PRINTED | 001334 Duke Energy | 1,796.77 | | | |
| | | | 910117893540 Mar 24 | 1010-LT-LT00-55040-000000- | | 1,767.72 | |
| | | | 910119395842 Mar 24 | 1010-LT-LT00-55040-000000- | | 29.05 | |
| 1680406 | 04/05/2024 | PRINTED | 004024 Duke Energy | 99.04 | | | |
| | | | 910117196609 Apr 24 | 5070-LT-LT10-55040-000000- | | 50.28 | |
| | | | 910117892309 Apr 24 | 5070-LT-LT22-55040-000000- | | 30.84 | |
| | | | 910117893235 Apr 24 | 5070-LT-LT22-55040-000000- | | 17.92 | |
| 1680407 | 04/05/2024 | PRINTED | 000585 Grainger Inc. | 411.70 | | | |
| | | | 9057233703 | 2010-RD-RD01-54550-000000- | | 163.47 | |
| | | | 9058933228 | 1010-SV-SV00-54010-000000- | | 15.43 | |
| | | | 9057233711 | 1010-AD-AD00-53530-000000- | | 11.98 | |
| | | | 9057233711 | 1010-CD-CD00-53530-000000- | | 6.84 | |
| | | | 9057233711 | 2010-RD-RD00-53530-000000- | | 82.14 | |
| | | | 9057233711 | 2090-PD-PD00-53530-000000- | | 70.16 | |
| | | | 9064289391 | 2010-RD-RD00-53510-000000- | | 20.56 | |
| | | | 9064289391 | 2090-PD-PD00-53510-000000- | | 20.56 | |
| | | | 9064289391 | 2100-FD-FD00-53510-000000- | | 10.28 | |
| | | | 9064289391 | 2110-EM-EM00-53510-000000- | | 10.28 | |
| 1680408 | 04/05/2024 | PRINTED | 000753 Great American Financial | 495.00 | | | |
| | 04/05/24 | | 1010-00-0000-22010-000000-000000 | | 495.00 | | |
| 1680409 | 04/05/2024 | PRINTED | 003071 Ivideo Technologies LLC | 17,094.00 | | | |
| | | | 0009651-IN | 2180-00-0000-57050-000000- | | 17,094.00 | |
| 1680410 | 04/05/2024 | PRINTED | 002253 Jamie's Mulch And Topsoil | 10,615.23 | | | |
| | | | 2404-002566 | 5080-RD-RD00-53530-000000- | | 10,615.23 | |
| 1680411 | 04/05/2024 | PRINTED | 004281 John Kleinfeldt | 45.00 | | | |
| | | | Kleinfeldt 3/28/24 | 2090-PD-PD00-53170-000000- | | 45.00 | |
| 1680412 | 04/05/2024 | PRINTED | 003371 Pre-Paid Legal Services, | 177.55 | | | |
| | | | 0156853 Mar 2024 | 1010-00-0000-22010-000000-000000 | | 177.55 | |
| 1680413 | 04/05/2024 | PRINTED | 004071 Paul Lovell | 147.77 | | | |
| | | | Lovell, P 04/01/24 | 2250-PD-PD00-53410-000000- | | 147.77 | |
| 1680414 | 04/05/2024 | PRINTED | 002776 Mike Castrucci Ford Inc | 305.66 | | | |
| | | | 148278 | 2090-PD-PD00-53510-000000- | | 305.66 | |

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 |
|---------|------------------|---------|----------------------------------|----------------------------|-----------|-------|------------|
| 1680415 | 04/05/2024 | PRINTED | 000438 Mills Fence Company Inc. | 1,336.00 | | | |
| | | | INVOICE NO | ACCOUNT | AMOUNT | | |
| | | | 0229840 | 2010-RD-RD00-53190-000000- | 1,336.00 | | |
| 1680416 | 04/05/2024 | PRINTED | 004118 Monica Dexter | 27.47 | | | |
| | Dexter 04/03/24 | | 2070-PI-PI00-56080-000000- | | 27.47 | | |
| 1680417 | 04/05/2024 | PRINTED | 004289 Travis Oakes | 195.83 | | | |
| | Oakes 03/27/24 | | 2090-PD-PD00-53410-000000- | | 195.83 | | |
| 1680418 | 04/05/2024 | PRINTED | 004184 Ohio Child Support Paymen | 2,754.10 | | | |
| | 04/05/24 | | 1010-00-0000-22010-000000-000000 | | 2,754.10 | | |
| 1680419 | 04/05/2024 | PRINTED | 000467 Ohio Peace officer Traini | 1,030.00 | | | |
| | 2024-1090 | | 2250-PD-PD00-53410-000000- | | 515.00 | | |
| | 2024-1089 | | 2250-PD-PD00-53410-000000- | | 515.00 | | |
| 1680420 | 04/05/2024 | PRINTED | 000755 Ohio Public Employees Def | 24,939.77 | | | |
| | oh Dfrd 04/05/24 | | 1010-00-0000-22520-000000-000000 | | 24,939.77 | | |
| 1680421 | 04/05/2024 | PRINTED | 001329 Security Benefit Group | 8,570.00 | | | |
| | 611021 04/05/24 | | 1010-00-0000-22010-000000-000000 | | 1,630.00 | | |
| | 611021 04/05/24 | | 1010-00-0000-22520-000000-000000 | | 6,940.00 | | |
| 1680422 | 04/05/2024 | PRINTED | 000607 Treasurer of State of Ohi | 860.00 | | | |
| | 11734A | | 2180-00-0000-57010-000000- | | 860.00 | | |
| 1680423 | 04/05/2024 | PRINTED | 004017 U.S. Bank National Associ | 3,986.67 | | | |
| | 525609210 | | 1010-AD-AD00-53550-000000- | | 653.65 | | |
| | 525609210 | | 1010-CD-CD00-53550-000000- | | 453.26 | | |
| | 525609210 | | 1010-AD-HR00-53550-000000- | | 182.32 | | |
| | 525609210 | | 2010-RD-RD00-53550-000000- | | 276.10 | | |
| | 525609210 | | 2070-PI-PI00-53550-000000- | | 146.81 | | |
| | 525609210 | | 2090-DS-DS00-53550-000000- | | 89.39 | | |
| | 525609210 | | 2090-PD-PD00-53550-000000- | | 847.11 | | |
| | 525609210 | | 2100-DS-DS00-53550-000000- | | 89.39 | | |
| | 525609210 | | 2100-FD-FD00-53550-000000- | | 1,248.64 | | |
| 1680424 | 04/05/2024 | PRINTED | 000577 Verizon wireless | 458.84 | | | |
| | 9959606581 | | 1010-AD-AD00-55020-000000- | | 84.76 | | |
| | 9959606581 | | 2070-PI-PI00-55020-000000- | | 40.11 | | |
| | 9959606581 | | 2090-DS-DS00-55020-000000- | | 22.22 | | |
| | 9959606581 | | 2090-PD-PD00-55020-000000- | | 289.52 | | |
| | 9959606581 | | 2100-DS-DS00-55020-000000- | | 22.23 | | |
| 1680425 | 04/05/2024 | PRINTED | 000805 West Chester Liberty Cham | 40.00 | | | |
| | 6535 | | 1010-AD-AD02-53410-000000- | | 40.00 | | |

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 |
|---------|------------|------|-------------|--------------------|------------|-------|------------|
| | | | 98 CHECKS | CASH ACCOUNT TOTAL | 488,448.79 | .00 | |

AP CHECK RECONCILIATION REGISTER

| | | UNCLEARED | CLEARED |
|-----------|-------------|------------|---------|
| 98 CHECKS | FINAL TOTAL | 488,448.79 | .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 |
|---------|----------------------|--------|----------------------------------|-----------|---------|-------|------------|
| 1811 | 04/08/2024 | MANUAL | 000319 Home Depot | 307.98 | | | |
| | INVOICE NO | | ACCOUNT | | AMOUNT | | |
| | 2010263 | | 1010-PK-PK00-54010-000000- | | 69.49 | | |
| | 2010263 | | 1010-PK-PK11-53530-000000- | | 238.49 | | |
| 1812 | 04/08/2024 | MANUAL | 000319 Home Depot | -243.36 | | | |
| | 1210146 | | 1010-PK-PK11-53530-000000- | | -243.36 | | |
| 1813 | 04/08/2024 | MANUAL | 000319 Home Depot | 322.53 | | | |
| | 1010378 | | 1010-PK-PK11-53530-000000- | | 303.05 | | |
| | 1010378 | | 2010-RD-RD00-54510-000000- | | 19.48 | | |
| 1814 | 04/08/2024 | MANUAL | 000319 Home Depot | 13.56 | | | |
| | 1010391 | | 1010-SV-SV00-54010-000000- | | 13.56 | | |
| 1815 | 04/08/2024 | MANUAL | 000319 Home Depot | 10.07 | | | |
| | 1617559 | | 1010-SV-SV00-54010-000000- | | 10.07 | | |
| 1816 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 16.41 | | | |
| | Speedway 3/11/24 | | 2700-PD-PD00-53450-000000- | | 16.41 | | |
| 1817 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 48.97 | | | |
| | SpeedwayB 3/11/24 | | 2700-PD-PD00-53450-000000- | | 48.97 | | |
| 1818 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 47.93 | | | |
| | Shell 3/20/24 | | 2250-PD-PD00-53410-000000- | | 47.93 | | |
| 1819 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 596.55 | | | |
| | Harrahs Oakes 3/22 | | 2250-PD-PD00-53410-000000- | | 596.55 | | |
| 1820 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 596.55 | | | |
| | Harrahs Farris 3/22 | | 2250-PD-PD00-53410-000000- | | 596.55 | | |
| 1821 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 999.24 | | | |
| | Hampton 3/15/24 | | 2250-PD-PD00-53410-000000- | | 999.24 | | |
| 1822 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 748.10 | | | |
| | Hampton Beck 3/15/24 | | 2250-PD-PD00-53410-000000- | | 748.10 | | |
| 1823 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 25.09 | | | |
| | Shell 3/15/24 | | 2250-PD-PD00-53410-000000- | | 25.09 | | |
| 1824 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | -30.00 | | | |
| | Hampton credit 3/15 | | 2250-PD-PD00-53410-000000- | | -30.00 | | |
| 1825 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | -221.14 | | | |
| | HamptonB 3/15/24 | | 2250-PD-PD00-53410-000000- | | -221.14 | | |
| 1826 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 299.98 | | | |
| | Ariel 3/24/24 | | 2250-PD-PD00-53410-000000- | | 299.98 | | |

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 |
|---------|------------|--------|---|----------------------------|----------|-------|------------|
| 1827 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred | 33.02 | | | |
| | | | INVOICE NO | ACCOUNT | AMOUNT | | |
| | | | West Erie 3/25/24 | 2250-PD-PD00-53410-000000- | 33.02 | | |
| 1829 | 04/08/2024 | MANUAL | 000780 Lowes 985843 1010-PK-PK04-53530-000000- | 6.44 | 6.44 | | |
| 1830 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred NothingBundt 2/28/24 1010-AD-HR00-56040-000000- | 432.00 | 432.00 | | |
| 1831 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred EAP 2/29/24 1010-AD-AD00-53530-000000- | 1,100.00 | 1,100.00 | | |
| 1832 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred WMSuperctr 3/1/24 1010-AD-AD00-54530-000000- | 49.28 | 49.28 | | |
| 1833 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred Chipotle 3/7/24 1010-AD-AD00-54530-000000- | 259.00 | 259.00 | | |
| 1834 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred Ohio Econ Dev 3/12 1010-AD-AD00-53170-000000- | 330.00 | 330.00 | | |
| 1835 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred Dayton Dev 3/12/24 1010-AD-AD00-53410-000000- | 1,350.00 | 1,350.00 | | |
| 1836 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred www.ocmaohio 3/11/24 1010-AD-AD00-53170-000000- | 180.00 | 180.00 | | |
| 1837 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred Delta 3/13/24 1010-AD-AD02-53410-000000- | 472.20 | 472.20 | | |
| 1838 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred Panera 3/15/24 1010-AD-AD00-54530-000000- | 130.63 | 130.63 | | |
| 1839 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred EB First 3/18/24 2740-00-0000-53190-000000- | 107.48 | 107.48 | | |
| 1840 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred Phoenix 3/18/24 2740-00-0000-53190-000000- | 60.00 | 60.00 | | |
| 1841 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred Nat'l Conf 3/19/24 1010-AD-AD00-56090-000000- | 90.00 | 90.00 | | |
| 1842 | 04/08/2024 | MANUAL | 002837 First Financial Bank Cred EB First 3/26/24 2740-00-0000-53190-000000- | 107.48 | 107.48 | | |
| 1843 | 04/11/2024 | MANUAL | 003159 Charter Communications 135356201040124 2100-FD-FD00-55060-000000- | 171.53 | 171.53 | | |

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 |
|---------|---------------------|----------|----------------------------------|-----------|----------|-------|------------|
| 1844 | 04/11/2024 | MANUAL | 003159 Charter Communications | 404.69 | | | |
| | INVOICE NO | | ACCOUNT | | AMOUNT | | |
| | 135356301040724 | | 2070-PI-PI00-55060-000000- | | 404.69 | | |
| 1845 | 04/11/2024 | MANUAL | 003159 Charter Communications | 41.97 | | | |
| | 0227194 | 03/30/24 | 2030-RD-RD00-55060-000000- | | 41.97 | | |
| 1846 | 04/11/2024 | MANUAL | 002837 First Financial Bank Cred | 75.98 | | | |
| | Kroger 2/29/24 | | 2090-PD-PD00-54530-000000- | | 75.98 | | |
| | Kroger 2/29/24 | | 2090-PD-PD00-56040-000000- | | .00 | | |
| 1847 | 04/11/2024 | MANUAL | 002837 First Financial Bank Cred | 246.88 | | | |
| | Holiday Inn 3/7/24 | | 2090-PD-PD00-53410-000000- | | 246.88 | | |
| 1848 | 04/11/2024 | MANUAL | 002837 First Financial Bank Cred | 540.00 | | | |
| | Obj Reasonable 3/8 | | 2090-PD-PD00-53410-000000- | | 540.00 | | |
| 1849 | 04/11/2024 | MANUAL | 002837 First Financial Bank Cred | 360.00 | | | |
| | Objectively 3/13/24 | | 2090-PD-PD00-53410-000000- | | 360.00 | | |
| 1850 | 04/11/2024 | MANUAL | 002837 First Financial Bank Cred | 239.80 | | | |
| | Hampton Gauer 3/28 | | 2250-PD-PD00-53410-000000- | | 239.80 | | |
| 1851 | 04/11/2024 | MANUAL | 002837 First Financial Bank Cred | 239.80 | | | |
| | Hampton Ryan 3/28 | | 2250-PD-PD00-53410-000000- | | 239.80 | | |
| 1852 | 04/11/2024 | MANUAL | 002837 First Financial Bank Cred | 954.66 | | | |
| | doubletree 3/19/24 | | 2100-FD-FD00-53410-000000- | | 954.66 | | |
| 401505 | 04/12/2024 | EFT | 000002 A & A Safety, Inc. | 1,250.00 | | | |
| | 199312 | | 2010-RD-RD01-54550-000000- | | 1,250.00 | | |
| 401506 | 04/12/2024 | EFT | 001532 A-Plus Concrete & Excavat | 350.00 | | | |
| | 11556 | | 2050-CE-CE00-54550-000000- | | 90.00 | | |
| | 11575 | | 1010-AD-AD00-53530-000000- | | 260.00 | | |
| 401507 | 04/12/2024 | EFT | 003376 Across The Street Product | 1,455.00 | | | |
| | 25213-Crow | | 2100-FD-FD00-53410-000000- | | 485.00 | | |
| | 25213-Hanauer | | 2100-FD-FD00-53410-000000- | | 485.00 | | |
| | 25213-Hess | | 2100-FD-FD00-53410-000000- | | 485.00 | | |
| 401508 | 04/12/2024 | EFT | 000012 ADP Inc. | 19.80 | | | |
| | 658016310 | | 1010-AD-AD00-53190-000000- | | 19.80 | | |
| 401509 | 04/12/2024 | EFT | 003472 The ADT Security Corporat | 53.05 | | | |
| | 154346261 | | 1010-AD-AD00-53530-000000- | | 6.36 | | |
| | 154346261 | | 1010-CD-CD00-53530-000000- | | 5.31 | | |
| | 154346261 | | 2010-RD-RD00-53530-000000- | | 9.02 | | |
| | 154346261 | | 2090-PD-PD00-53530-000000- | | 32.36 | | |

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 |
|---------|--------------------|------------|----------------------------------|-----------|----------|-------|------------|
| 401510 | 04/12/2024 | EFT | 003263 AFD Supply, LLC | 3,165.72 | | | |
| | | INVOICE NO | ACCOUNT | | AMOUNT | | |
| | | 2-07625-24 | 2090-PD-PD00-53530-000000- | | 1,926.64 | | |
| | | 2-07623-24 | 1010-AD-AD00-53530-000000- | | 603.33 | | |
| | | 2-07623-24 | 1010-CD-CD00-53530-000000- | | 217.44 | | |
| | | 2-07623-24 | 2010-RD-RD00-53530-000000- | | 321.20 | | |
| | | 2-07623-24 | 2050-CE-CE00-53530-000000- | | 17.20 | | |
| | | 2-07623-24 | 2070-PI-PI00-53530-000000- | | 79.91 | | |
| 401511 | 04/12/2024 | EFT | 003337 Airgas, Inc. | 313.71 | | | |
| | 5506785988 | | 2110-EM-EM00-54550-000000- | | 313.71 | | |
| 401512 | 04/12/2024 | EFT | 002035 Al-Joe's Inc | 36.74 | | | |
| | 1022686 | | 1010-PK-PK00-53560-000000- | | 36.74 | | |
| 401513 | 04/12/2024 | EFT | 003174 Amazon Fullfillment Servi | 1,802.78 | | | |
| | 13H4-HR14-RD3N | | 2090-PD-PD00-54810-000000- | | 219.98 | | |
| | 1GMJ-H17C-MY49 | | 2100-FD-FD00-54550-000000- | | 42.94 | | |
| | 1XXW-KC6T-9396 | | 2100-FD-FD00-54540-000000- | | 99.00 | | |
| | 1YWH-L7GX-CFQM | | 2100-FD-FD00-54550-000000- | | 108.60 | | |
| | 1KTG-9RNR-169R | | 2100-FD-FD00-56040-000000- | | 339.94 | | |
| | 1YRL-TT6K-WLXM | | 2100-FD-FD00-54550-000000- | | 190.90 | | |
| | 1TQ6-DJCF-N99V | | 2740-00-0000-53190-000000- | | 516.91 | | |
| | 19TN-WQN9-FQ6X | | 1010-CD-CD00-54510-000000- | | 284.51 | | |
| 401514 | 04/12/2024 | EFT | 000681 Best One Tire & Service o | 1,389.21 | | | |
| | 5010037921 | | 1010-SV-SV00-53510-000000- | | 712.76 | | |
| | 5010037749 | | 2090-PD-PD00-53510-000000- | | 140.01 | | |
| | 5020008248 | | 2100-FD-FD00-53510-000000- | | 536.44 | | |
| 401515 | 04/12/2024 | EFT | 000126 Bound Tree Medical LLC. | 3,022.27 | | | |
| | 85293373 | | 2110-EM-EM00-54550-000000- | | 1,953.44 | | |
| | 85306887 | | 2110-EM-EM00-54550-000000- | | 538.93 | | |
| | 85261478 | | 2110-EM-EM00-54550-000000- | | 529.90 | | |
| 401516 | 04/12/2024 | EFT | 002624 Campus Fire Safety Com LL | 350.00 | | | |
| | 4.08.2024--Vaughn | | 2100-FD-FD00-53410-000000- | | 350.00 | | |
| 401517 | 04/12/2024 | EFT | 000192 Ohio Newspapers Inc | 365.94 | | | |
| | I00827713-03172024 | | 2110-EM-EM00-53190-000000- | | 232.56 | | |
| | I00828066 | | 1010-CD-CD00-53720-000000- | | 133.38 | | |
| 401518 | 04/12/2024 | EFT | 004269 CustomInk Parent, LLC. | 712.08 | | | |
| | 71461757 | | 2090-PD-PD00-54720-000000- | | 712.08 | | |
| 401519 | 04/12/2024 | EFT | 004290 Decibullz LLC | 2,399.00 | | | |
| | WCHE2156-1 | | 2090-PD-PD00-54550-VOAMSC- | | 2,399.00 | | |
| 401520 | 04/12/2024 | EFT | 002795 Equifax Information Servi | 60.32 | | | |
| | 2059929645 | | 2090-PD-PD00-53190-000000- | | 60.32 | | |

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 |
|---------|------------|------|----------------------------------|----------------------------|----------|----------|------------|
| 401521 | 04/12/2024 | EFT | 003763 The Fechheimer Brothers C | 101.99 | | | |
| | | | INVOICE NO | ACCOUNT | AMOUNT | | |
| | | | 000347368 | 2090-PD-PD00-54720-000000- | 101.99 | | |
| 401522 | 04/12/2024 | EFT | 003450 Ferguson Us Holdings Inc | 63.53 | 63.53 | | |
| | | | 8128713 | 2010-RD-RD00-53560-WINTER- | | | |
| 401523 | 04/12/2024 | EFT | 000264 Fire Safety Services Inc. | 10,648.70 | | | |
| | | | 240308 | 2100-FD-FD00-57050-000000- | | 7,034.00 | |
| | | | 233615 | 2100-FD-FD00-57050-000000- | | 3,528.70 | |
| | | | 240404 | 2100-FD-FD00-54720-000000- | | 86.00 | |
| 401524 | 04/12/2024 | EFT | 002825 First Choice Coffee Servi | 747.35 | | | |
| | | | 370173 | 2010-RD-RD00-54530-000000- | | 71.53 | |
| | | | 372099 | 2090-PD-PD00-53550-000000- | | 233.55 | |
| | | | 370178 | 2100-FD-FD00-54530-000000- | | 442.27 | |
| 401525 | 04/12/2024 | EFT | 003025 First In-Last Out Fire & | 2,172.00 | 2,172.00 | | |
| | | | 2481 | 2100-FD-FD00-54550-000000- | | | |
| 401526 | 04/12/2024 | EFT | 002442 Fox Towing Inc. | 190.00 | 190.00 | | |
| | | | 248495 | 2090-PD-PD00-53240-000000- | | | |
| 401527 | 04/12/2024 | EFT | 000280 Gateway Tire Company Inc. | 601.16 | 601.16 | | |
| | | | 30-0674879 | 2100-FD-FD00-53510-000000- | | | |
| 401528 | 04/12/2024 | EFT | 000320 Horton Emergency Vehicles | 514.33 | 514.33 | | |
| | | | 188488 | 2100-FD-FD00-53510-000000- | | | |
| 401529 | 04/12/2024 | EFT | 000746 Jake Sweeney Chevrolet Im | 124.06 | 124.06 | | |
| | | | 525022 | 2090-PD-PD00-53510-000000- | | | |
| 401530 | 04/12/2024 | EFT | 002655 Kimball Midwest | 523.41 | 523.41 | | |
| | | | 102063911 | 2010-RD-RD00-54010-000000- | | | |
| 401531 | 04/12/2024 | EFT | 003474 Law Enforcement Risk Mana | 300.00 | 300.00 | | |
| | | | 241418 | 2100-FD-FD00-53410-000000- | | | |
| 401532 | 04/12/2024 | EFT | 003062 Lexis Nexis Risk Data Man | 743.64 | 743.64 | | |
| | | | 1591256-20240331 | 2090-PD-PD00-53170-000000- | | | |
| 401533 | 04/12/2024 | EFT | 003779 Imperial Bag & Paper Co L | 1,054.26 | | | |
| | | | 1263406 | 1010-PK-PK00-54550-000000- | | 190.40 | |
| | | | 1263406 | 2010-RD-RD00-54550-000000- | | 142.80 | |
| | | | 1263260 | 1010-PK-PK00-54550-000000- | | 669.03 | |
| | | | 1263260 | 2010-RD-RD00-54540-000000- | | 52.03 | |
| 401534 | 04/12/2024 | EFT | 000201 Mobilcomm Inc | 612.50 | 612.50 | | |
| | | | 01074611 | 2100-FD-FD00-54550-000000- | | | |

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|------|-----------------------------------|----------------------------|----------|-------|------------|
| 401535 | 04/12/2024 | EFT | 003157 National Testing Network | 3,600.00 | | | |
| | | | INVOICE NO | ACCOUNT | AMOUNT | | |
| | | | 14930 | 2100-FD-FD00-53230-000000- | 3,600.00 | | |
| 401536 | 04/12/2024 | EFT | 003478 O'Reilly Auto Enterprises | 1,183.21 | | | |
| | | | 1738-346218 | 2010-RD-RD00-53510-000000- | 137.13 | | |
| | | | 1738-345725 | 2090-PD-PD00-53510-000000- | 925.76 | | |
| | | | 1738-347410 | 2090-PD-PD00-53510-000000- | 120.32 | | |
| 401537 | 04/12/2024 | EFT | 003439 Penn Care Inc | 170.00 | | | |
| | | | M108180 | 2110-EM-EM00-54550-000000- | 170.00 | | |
| 401538 | 04/12/2024 | EFT | 003940 Pinpoint Behavioral Health | 5,850.00 | | | |
| | | | 1124 | 2750-AD-AD00-53190-ARPAPS- | 5,850.00 | | |
| 401539 | 04/12/2024 | EFT | 003578 Pluto Acquisition Opco LL | 229.74 | | | |
| | | | 202403026375 | 2070-PI-PI00-53230-000000- | 65.64 | | |
| | | | 202403026375a | 2070-PI-PI00-53230-000000- | 32.82 | | |
| | | | 202403026375b | 2070-PI-PI00-53230-000000- | 32.82 | | |
| | | | 202403026375c | 2070-PI-PI00-53230-000000- | 32.82 | | |
| | | | 202403026375d | 2100-FD-FD00-53230-000000- | 65.64 | | |
| 401540 | 04/12/2024 | EFT | 003853 Quadiant Finance USA Inc | 1,000.00 | | | |
| | | | 31235836-03.27.24 | 1010-AD-AD00-53730-000000- | 1,000.00 | | |
| 401541 | 04/12/2024 | EFT | 003475 Red Barn Kennels LLC | 240.00 | | | |
| | | | 03/13/24-03/20/24 | 2090-PD-PD01-53190-000000- | 240.00 | | |
| 401542 | 04/12/2024 | EFT | 000505 Rumpke of Ohio Inc. | 862.59 | | | |
| | | | 3985714 | 1010-PK-PK00-54550-000000- | 576.99 | | |
| | | | 0349857 | 2100-FD-FD00-53530-000000- | 74.53 | | |
| | | | 0382917 | 2100-FD-FD00-53530-000000- | 69.34 | | |
| | | | 0350976 | 2100-FD-FD00-53530-000000- | 74.69 | | |
| | | | 0252607 | 2100-FD-FD00-53530-000000- | 67.04 | | |
| 401543 | 04/12/2024 | EFT | 000519 Signco/Stylecraft, Inc. | 1,090.80 | | | |
| | | | 082409 | 2100-FD-FD00-54720-000000- | 970.92 | | |
| | | | 082420 | 2100-FD-FD00-54720-000000- | 119.88 | | |
| 401544 | 04/12/2024 | EFT | 003228 Smyrna Ready Mix Concrete | 512.00 | | | |
| | | | 1020480969 | 2040-RD-RD00-54550-IHCLVT- | 512.00 | | |
| 401545 | 04/12/2024 | EFT | 000761 Staples Inc | 47.80 | | | |
| | | | 6001100807 | 2010-RD-RD00-54510-000000- | 47.80 | | |
| 401546 | 04/12/2024 | EFT | 003938 Strategic Ohio Council Fo | 1,594.85 | | | |
| | | | 13815 | 1010-PK-PK00-53190-000000- | 733.10 | | |
| | | | 13815 | 2040-RD-RD00-53190-000000- | 733.10 | | |
| | | | 13862 | 1010-PK-PK00-53190-000000- | 64.32 | | |

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 |
|---------|----------------|---------|----------------------------------|-----------|-----------|-------|------------|
| | 13862 | | 2040-RD-RD00-53190-000000- | | 64.33 | | |
| 401547 | 04/12/2024 | EFT | 003189 Outdoor Home Services Ho1 | 230.03 | | | |
| | INVOICE NO | | ACCOUNT | | AMOUNT | | |
| | 189589116 | | 5080-RD-RD00-54550-000000- | | 230.03 | | |
| 401548 | 04/12/2024 | EFT | 003680 Wex Inc | 7,884.48 | | | |
| | 95717972 | | 2100-FD-FD00-54710-000000- | | 3,942.24 | | |
| | 95717972 | | 2110-EM-EM00-54710-000000- | | 3,942.24 | | |
| 1680426 | 04/11/2024 | PRINTED | 003445 Kenwood Dealer Group Inc | 5,029.09 | | | |
| | 126818 | | 2100-FD-FD00-53510-000000- | | 5,029.09 | | |
| 1680427 | 04/12/2024 | PRINTED | 000615 Altafiber | 4,257.58 | | | |
| | 116-4535 | Apr 24 | 2090-PD-PD00-55010-000000- | | 90.63 | | |
| | 118-3476 | Apr 24 | 1010-PK-PK04-55010-000000- | | 40.00 | | |
| | 121-4393 | Apr 24 | 2100-FD-FD00-55010-000000- | | 74.98 | | |
| | 122-6977 | Apr 24 | 2100-FD-FD00-55010-000000- | | 74.98 | | |
| | 127-1428 | Apr 24 | 2100-FD-FD00-55010-000000- | | 98.98 | | |
| | 127-7424 | Apr 24 | 2100-FD-FD00-55010-000000- | | 74.98 | | |
| | 131-2728 | Apr 24 | 2030-RD-RD00-55010-000000- | | 80.63 | | |
| | D13-3498 | Apr 24 | 1010-AD-AD00-55010-000000- | | 185.25 | | |
| | D13-3498 | Apr 24 | 2030-RD-RD00-55010-000000- | | 22.75 | | |
| | D13-3498 | Apr 24 | 2070-PI-PI00-55010-000000- | | 6.50 | | |
| | D13-3498 | Apr 24 | 2090-PD-PD00-55010-000000- | | 74.75 | | |
| | D13-3498 | Apr 24 | 2100-FD-FD00-55010-000000- | | 2,960.75 | | |
| | 860-1946 | Apr 24 | 1010-PK-PK11-55010-000000- | | 97.88 | | |
| | 860-5544 | Apr 24 | 2100-FD-FD00-55010-000000- | | 100.60 | | |
| | 860-9226 | Apr 24 | 1010-PK-PK13-55010-000000- | | 75.60 | | |
| | 874-2443 | Apr 24 | 2100-FD-FD00-55010-000000- | | 198.32 | | |
| 1680428 | 04/12/2024 | PRINTED | 004042 Butler Tech & Career Dev | 10,380.00 | | | |
| | 175486A | | 2100-FD-FD00-53410-000000- | | 10,380.00 | | |
| 1680429 | 04/12/2024 | PRINTED | 001334 Duke Energy | 209.57 | | | |
| | 910117891746 | Mar 24 | 1010-AD-AD00-55060-000000- | | 209.57 | | |
| 1680430 | 04/12/2024 | PRINTED | 004024 Duke Energy | 835.97 | | | |
| | 930000024706 | Apr 24 | 5070-LT-LT21-55040-000000- | | 835.97 | | |
| 1680431 | 04/12/2024 | PRINTED | 004194 Eric Ryan | 103.53 | | | |
| | Ryan 03/29/24 | | 2090-PD-PD00-53410-000000- | | 103.53 | | |
| 1680432 | 04/12/2024 | PRINTED | 004249 Jerrod Gauer | 117.53 | | | |
| | Gauer 03/29/24 | | 2090-PD-PD00-53410-000000- | | 117.53 | | |
| 1680433 | 04/12/2024 | PRINTED | 004295 Cody Hall | 63.07 | | | |
| | Hall 04/02/24 | | 2090-PD-PD00-53410-000000- | | 63.07 | | |
| 1680434 | 04/12/2024 | PRINTED | 002253 Jamie's Mulch And Topsoil | 599.48 | | | |

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 |
|---------|-------------|---------|---|-----------|---|-------|------------|
| | 2403-001662 | | 1010-PK-PK14-53530-000000- | | 299.74 | | |
| | INVOICE NO | | ACCOUNT | AMOUNT | | | |
| | 2404-002530 | | 1010-PK-PK14-53530-000000- | | 299.74 | | |
| 1680435 | 04/12/2024 | PRINTED | 004075 Jill Vetere Vetere 04/01/24 | 112.56 | 112.56 | | |
| 1680436 | 04/12/2024 | PRINTED | 004019 West Chester Liberty Cham 6687 | 40.00 | 40.00 | | |
| 1680437 | 04/12/2024 | PRINTED | 004071 Paul Lovell Lovell, P 04/05/24 | 66.86 | 66.86 | | |
| 1680438 | 04/12/2024 | PRINTED | 003471 McBride Dale Associates I 4284-40 | 580.65 | 580.65 | | |
| 1680439 | 04/12/2024 | PRINTED | 004089 Michelle Rowe Rowe 04/04/24 | 81.61 | 81.61 | | |
| 1680440 | 04/12/2024 | PRINTED | 002776 Mike Castrucci Ford Inc 148607 148738 | 442.84 | 54.82 388.02 | | |
| 1680441 | 04/12/2024 | PRINTED | 003522 Ohio Tactical officers As 4382 | 800.00 | 800.00 | | |
| 1680442 | 04/12/2024 | PRINTED | 004282 Russell Cheesman Cheesman 04/06/24 | 545.39 | 545.39 | | |
| 1680443 | 04/12/2024 | PRINTED | 003886 Leatham Family LLC 0488989 | 3,556.50 | 3,556.50 | | |
| 1680444 | 04/12/2024 | PRINTED | 000563 Tractor Supply Co 200784126 | 284.98 | 284.98 | | |
| 1680445 | 04/12/2024 | PRINTED | 003759 Unifirst Corporation 1340292783 1340292783 1340292783 1340292783 1340292783 1340292783 | 296.80 | 34.15 23.16 31.16 16.76 176.39 15.18 | | |
| 1680446 | 04/12/2024 | PRINTED | 000582 VIP Printing Center 35456 | 19.99 | 19.99 | | |
| 1680447 | 04/12/2024 | PRINTED | 000591 Werling Inc. CEchapel032024 | 350.00 | 350.00 | | |
| 1680448 | 04/12/2024 | PRINTED | 000805 West Chester Liberty Cham | 40.00 | | | |

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 |
|---------|------------|------------|----------------------------------|------------|----------|-------|------------|
| 6689 | | | 1010-AD-AD02-53410-000000- | | 40.00 | | |
| 1680449 | 04/12/2024 | PRINTED | 002904 Gigis Medical LLC | 1,116.94 | | | |
| | | INVOICE NO | ACCOUNT | | AMOUNT | | |
| | | 193629 | 2090-PD-PD01-53190-000000- | | 1,116.94 | | |
| 1680450 | 04/12/2024 | PRINTED | 004020 West Publishing Corporati | 444.00 | | | |
| | 850038130 | | 2090-PD-PD00-53170-000000- | | 444.00 | | |
| | | 110 CHECKS | CASH ACCOUNT TOTAL | 101,534.29 | .00 | | |

AP CHECK RECONCILIATION REGISTER

| | | UNCLEARED | CLEARED |
|------------|-------------|------------|---------|
| 110 CHECKS | FINAL TOTAL | 101,534.29 | .00 |

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

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Requisition Item |
| Submitted By: | |
| Dennis Dick, Director of Communications and Information Technology | |

| |
|---|
| Motion: |
| Nuspire Corporation - \$29,844.20 - Renew annual antivirus software license and firewall support and management |

| |
|--|
| Background: |
| <p>Request approval to renew the annual service and support for the Township’s firewall devices, and network threat monitoring services.</p> <p>The firewalls are the first line of defense for our networking infrastructure. The hardware and software detects, blocks and alerts against attempt to breach the network. This equipment constantly monitors for suspicious network activity both external and internal and alerts the vendor and Information Technology staff of such activity.. Managed security services ensure all products and devices are updated with the latest patches, firmware and threat updates to guard against the newest malicious files and network attempts.</p> <p>This request includes approval to renew "Sophos" anti-virus software protection. Anti-virus software provides protection for the Township servers, desktop and mobile computers against malicious emails and files. This software license provides for constant virus/threat database updates and vendor assistance with quarantine and removal of malicious files.</p> |

| | | | | |
|----------------|------------------------|------------------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; Operational | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | 20240958 | Total Encumbrance: | \$ 29,844.20 |



Service Order

Nuspire Relationship Manager

Shana Birchett

248-747-2002

Shana.birchett@nuspire.com

Billing Information

| | |
|------------------------------------|------------------------------|
| Legal Entity Name (as shown on W9) | West Chester Township |
| Billing Street Address | 9113 Cincinnati-Dayton Rd |
| Billing City, State, Zip | West Chester, OH 45069 |
| Billing Point of Contact | Dennis Dick |
| Phone | 513-777-5900 |
| Email | ddick@westchesteroh.org |

| SERVICE TERM | BILLING CYCLE | PAYMENT TERM |
|--------------|------------------|--------------|
| 1 Year | One Time Payment | 30 days |

| QTY | DESCRIPTION | SERVICE TERM | LIST PRICE |
|-----|--|--------------|-------------|
| 1 | FC-10-0060F-950-02-12 S/N - FGT60FTK20041701 Renewal through 12/8/2024 FortiGate-60F 1 Year Unified Threat Protection (UTP) (IPS, Advanced Malware Protection, Application Control, URL, DNS & Video Filtering, Antispam Service, and FortiCare Premium) | 1 Year | \$487.00 |
| 1 | Secure Device Management (SDM) Co-Managed Client Owned 60F 24x7x365 Technical Assistance, Cyber Threat Monitoring by Nuspire's Security Operations Center (SOC), Network Availability Monitoring and Implementation, nuSIEM with 400 days of rolling log retention and Cyber Reporting - 1 year Support (Auto Renew 3/24/24 – 3/24/25) | 1 Year | \$3,500.00 |
| 2 | FC-10-0400E-950-02-12 S/N - FG4H0ETB20900900 S/N - FG4H0ETB20901172 Renewal through 1/24/2025 FortiGate-400E 1 Year Unified Threat Protection (UTP) (IPS, Advanced Malware Protection, Application Control, URL, DNS & Video Filtering, Antispam Service, and FortiCare Premium) | 1 Year | \$9,600.00 |
| 2 | Secure Device Management (SDM) Co-Managed Client Owned 400E (2) Primary and HA Pair 24x7x365 Technical Assistance, Cyber Threat Monitoring by Nuspire's Security Operations Center (SOC), Network Availability Monitoring and Implementation, nuSIEM with 400 days of rolling log retention and Cyber Reporting - 1 year Support (Auto Renew 3/24/24 – 3/2/25) | 1 Year | \$5,590.00 |
| 1 | Sophos - Central Intercept X Endpoint Advanced Central Intercept X Advanced - 200-499 Users - 12 Mo Renewal - GOV - Hunt, Investigate, and Respond to suspicious activity and indicators of compromise. Qty. 340 (Renewal - 6/26/24 - 6/26/25) | 1 Year | \$10,667.20 |

| | | |
|--|----------------------------|--------------------|
| | Total Investment | \$29,844.20 |
| | Total No Auto Renew | \$20,754.20 |

Acceptance

Nuspire will provide Services to Client subject to the terms of the MSA and this Service Order. In the event of any conflict or inconsistency between the provisions of the MSA (or any Appendix, Amendment or Exhibit thereto) and the provisions of this Service Order, the terms of this Service Order shall prevail.

Pricing and Scope are good for thirty (30) days from 4/3/2024.

Service Commencement Date: Reference [Section 1.3](#) of MSA.

Guarantee

Client reserves the unconditional right to cancel this Service Order within thirty (30) days and cancel all related financial obligations created herein.

Client:

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 9, 2024 | Requisition Item |
| Submitted By: | |
| Dennis Dick, Director of Communications and Information Technology | |

| |
|---|
| Motion: |
| CentralSquare Technologies LLC - \$10,866.07 - Purchase CAD interface to Locution Automated Dispatch (CIP 1887) |

| |
|---|
| Background: |
| <p>Request approval to purchase the Interface necessary to connect current Public Safety Software (CAD) to Locution automated dispatch system.</p> <p>West Chester Fire and Communications have continually evaluated improvement to the efficiency of dispatching fire units to emergency calls for service and have determined purchase of Locution automated voice dispatch systems to be a significant increase to efficiency with expected reduction in time-to-dispatch. Locution is an industry leader in this field and this purchase facilitates the necessary connection to the existing Central Square public safety software.</p> <p>This purchase is tied to the approval of Business Item for Locution Systems, Inc. Both were budgeted this year in CIP 1887.</p> <p>Thank you for your consideration.</p> |

| | | | | |
|----------------|------------------------|----------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; CIP | | |
| | CIP #: | 1887 | | |
| | TIF Info: | | | |
| | Purchase Order: | 24001183 | Total Encumbrance: | \$ 10,866.07 |



SALES ORDER

PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between West Chester Township, OH (“Customer”) and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superior, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. (“CentralSquare”) and shall be effective as of the date of the last signature herein.

Quote Number: Q-143243 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Statement of Work. Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit “B”.

Payment Terms.

Subscription

100 % due on the Delivery Date*

Services

50 % due on the Effective Date of this Sales Order

50 % due on the Completion of Services

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare’s network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare’s shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

| CentralSquare Technologies, LLC | West Chester Township |
|---|---|
| 1000 Business Center Drive Lake Mary, FL 32746 | 9113 Cincinnati Dayton Road West Chester, OH 45069 |
| By: | By: |
| Print Name: | Print Name: Dennis Dick |
| Print Title: | Print Title: Director - Communications and IT |
| Date Signed: | Date Signed: |

In Process

Exhibit A

Quote

Quote #: Q-143243
Primary Quoted Solution: PSJ Pro
Quote expires on: August 27, 2024

Quote prepared for:
Dennis Dick
West Chester Township
9113 Cincinnati Dayton Road
West Chester, OH 45069
513-759-7291

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centuralsquare.com.

WHAT SOFTWARE IS INCLUDED?

| PRODUCT NAME | QUANTITY | UNIT PRICE | TOTAL |
|--|----------|-----------------------|--------------|
| 1. CAD PS Pro Locution FSA Interface (Import and Export) Annual Subscription Fee | 1 | 6,186.07 | 6,186.07 |
| | | Software Total | 6,186.07 USD |

WHAT SERVICES ARE INCLUDED?

| DESCRIPTION | TOTAL | |
|--|-----------------------|--------------|
| 1. Public Safety Project Management Services - Fixed Fee | 780.00 | |
| 2. Public Safety Technical Services - Fixed Fee | 3,900.00 | |
| | Services Total | 4,680.00 USD |

QUOTE SUMMARY

| | |
|--------------------------|-----------------------|
| Software Subtotal | \$6,186.07 USD |
| Services Subtotal | 4,680.00 USD |
| Quote Subtotal | 10,866.07 USD |
| Discount | - \$0.00 USD |
| Quote Total | 10,866.07 USD |

WHAT ARE THE RECURRING FEES?

| TYPE | AMOUNT |
|------------------------------|---------------|
| FIRST YEAR MAINTENANCE TOTAL | 0.00 |

FIRST YEAR SUBSCRIPTION TOTAL

\$6,186.07

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Attachment A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred

- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Materials: Due as Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

West Chester Township

Signature: _____

Name: _____

Date: _____

Title: _____

In Process

Attachment A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Exhibit B

Statement of Work

(Attached)

In Process

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Requisition Item |
| Submitted By: | |
| Dennis Dick, Director of Communications and Information Technology | |

| |
|--|
| Motion: |
| Vercom Systems, Inc. - \$10,230.00 - Renew annual support for Township VOIP phone system |

| |
|---|
| Background: |
| <p>Request approval to renew service and support for the Township Voice Over Internet Protocol (VOIP) phone system.</p> <p>This service and support agreement is for one year and provides for:</p> <ul style="list-style-type: none"> Unlimited Service and Support Calls Repair/Replace Server and Components Software Updates Feature Enhancements Off-site backup configuration <p>Vercom has proven to be a very responsive provider for West Chester. Support is used regularly for configuration changes and software updates.</p> <p>This item is part of the Township operational budget with cost distributed to all departments based on use. Approval would cover one year with a term of 5/18/2024-5/17/2025.</p> <p>Thank you for your consideration</p> |

| | | | | |
|----------------|------------------------|------------------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; Operational | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | 24001352 | Total Encumbrance: | \$ 10,230.00 |



ESTIMATE

EST-001761

VerCom Systems, Inc.

410 Fame Road
Dayton Ohio 45449
U.S.A

Bill To

West Chester Township
9113 Cincinnati Dayton Rd.
West Chester, OH 45069

Estimate Date : April 17, 2024

Reference# : Annual Support

| # | Item & Description | Qty | Rate | Amount |
|---|---|------|--------------|--------------------|
| 1 | CCP Support Contract CCP Support Contract Complete Care Plus 12-month Service and Support Agreement Includes: <ul style="list-style-type: none"> • Unlimited Service and Support Calls • Repair/Replace Server and Components • IPlex Software Updates • IPlex Feature Enhancements • Off-site Backup Configuration Effective Dates: 5/18/2024 - 5/17/2025 | 1.00 | 10,230.00 | 10,230.00 |
| | | | Sub Total | 10,230.00 |
| | | | Total | \$10,230.00 |

Notes

Looking forward to your business.

AGENDA ITEM COVER SHEET



| | |
|---|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Requisition Item |
| Submitted By: | |
| Colonel Joel M. Herzog, Chief of Police | |

| |
|--|
| Motion: |
| McCluskey Chevrolet, Inc. - \$51,438.00 - Purchase one 2024 Chevrolet Tahoe (CIP 1586) |

| |
|--|
| Background: |
| <p>The Police Department is requesting Trustee approval to purchase a Chevy Tahoe which will be outfitted and put into service as a canine vehicle. CIP 1586 has been budgeted for annual vehicle replacement due to high mileage or vehicles in which maintenance and repairs have increased due to age, mileage, and condition.</p> <p>The Police Department is requesting the purchase of an additional canine vehicle to maintain our fleet and keep our fleet running safely and efficiently. The current canine vehicle will be rotated into a spare/backup canine vehicle.</p> <p>Thank you for your consideration.</p> |

| | | | | |
|----------------|------------------------|----------|---------------------------|--------------|
| Finance | Budgeted Item: | N/A; CIP | | |
| | CIP #: | 1586 | | |
| | TIF Info: | | | |
| | Purchase Order: | 24001358 | Total Encumbrance: | \$ 51,438.00 |



Tuesday, April 9, 2024

Keith Beall, Fleet Manager
West Chester Police Department
9577 Beckett Road Suite 500
West Chester, OH 45069

RE: NEW WHITE 2024 CHEVROLET TAHOE 4WD 4-DOOR PPV

As requested, the fleet price for West Chester P.D. to purchase an additional new 2024 Chevrolet Tahoe 4-dr 4WD Police Pursuit Vehicle painted summit white and Equipped identical to the six Tahoe's currently on order is **\$51,438.00**.

Production is currently May at this time.

I need your approval and purchase order to secure this vehicle for West Chester P.D.

Please review and advise if you have any questions.

I appreciate the opportunity to provide West Chester Police Department another vehicle.

Respectfully,

A handwritten signature in cursive script that reads 'Mark Meyers'.

Mark Meyers
Fleet & Commercial Sales Manager

AGENDA ITEM COVER SHEET



| | |
|---|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Requisition Item |
| Submitted By: | |
| Colonel Joel M. Herzog, Chief of Police | |

| |
|---|
| Motion: |
| Tri-State Public Safety - \$31,259.80 - Purchase and install equipment to outfit one K9 police vehicle (CIP 1586) |

| |
|--|
| Background: |
| <p>The Police Department is requesting Trustee approval to outfit one 2024 Chevy Tahoe as a police canine vehicle. The budgeted amount covers the purchase and installation of the new safety equipment and a canine carrier to protect the canine.</p> <p>The Police Department requests a Purchase Order in the amount of \$31,259.80 which includes a 10% contingency of \$2,841.80.</p> <p>Thank you for your consideration.</p> |

| | | | | |
|----------------|------------------------|----------|---------------------------|--------------|
| Finance | Budgeted Item: | N/A; CIP | | |
| | CIP #: | 1586 | | |
| | TIF Info: | | | |
| | Purchase Order: | 24001357 | Total Encumbrance: | \$ 31,259.80 |



Tri-State Public Safety

3351 Cinti-Dayton Rd. Ste. C
 Middletown, OH 45044
 513.422.5775
 Sales@TriStatePSE.com

Quote

| Date | Quote # |
|----------|---------|
| 4/9/2024 | 19360 |

| Bill To: | Ship To: |
|---|---|
| West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 | West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 |

| EST. Shipping Date | P.O. # | Terms | Date | Rep | Vehicle |
|--------------------|--------|--------|----------|-----|---------------|
| TBD | Quote | Net 20 | 2/7/2024 | EV | 2024 Tahoe K9 |

| QTY | Item | DESCRIPTION | Price Each | Total |
|-----|-------------------|---|------------|----------|
| | | 2024 Chevy Tahoe (K9) | | |
| 1 | NXT | SoundOff Signal 54" NXT Led Light Bar, Dual Color: BW-BA with TINTED lenses. Includes mounting feet & strap kit for: 2021+ Tahoe | 2,250.00 | 2,250.00 |
| 1 | bluePRINT | SoundOff Signal bluePRINT Siren-Light Controller with 200 Watt Dual tone siren w/knob control for siren, traffic advisor & PA. Also includes Central Controller, 1-Sync Module, 1-Remote Node, OBDII Link (Tahoe) and all harnesses | 1,450.00 | 1,450.00 |
| 1 | PB400 | Setina Aluminum Push Bumper: 2021-2024 Chevy Tahoe | 495.00 | 495.00 |
| 1 | EMPTC04 | SoundOff Signal 4-Module mPower Traffic Controller, Dual Color: B-W (center ledge of push bumper) | 705.00 | 705.00 |
| 1 | ETSKLF200 | SoundOff Signal After-Shock Dual Speaker Low Frequency 200 Watt Siren | 625.00 | 625.00 |
| 1 | ETSSLFVBK13 | SoundOff Signal Frame Mount Bracket (no drill) for the Aftershock Low Frequency Speaker for installation on 2021+ Chevrolet Tahoe Police, Driver Side | 48.50 | 48.50 |
| 1 | ETSSLFVBK14 | SoundOff Signal Frame Mount Bracket (no drill) for the Aftershock Low Frequency Speaker for installation on 2021+ Chevrolet Tahoe, Passenger Side | 48.50 | 48.50 |
| 2 | 4X2 mPower Lights | SoundOff Signal 4x2 mPower Led Lights, Dual Color: (2) Blue-White (sides of push bumper) | 175.00 | 350.00 |
| 2 | ETSS100J5 | SoundOff Signal 100J Composite Speakers, 100 watts, 5 year warranty | 225.00 | 450.00 |

| | |
|--|--------------|
| We appreciate your business very much. | Total |
|--|--------------|



Tri-State Public Safety

3351 Cinti-Dayton Rd. Ste. C
 Middletown, OH 45044
 513.422.5775
 Sales@TriStatePSE.com

Quote

| Date | Quote # |
|----------|---------|
| 4/9/2024 | 19360 |

| Bill To: | | | Ship To: | | |
|---|--------------|---|---|----------|---------------|
| West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 | | | West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 | | |
| EST. Shipping Date | P.O. # | Terms | Date | Rep | Vehicle |
| TBD | Quote | Net 20 | 2/7/2024 | EV | 2024 Tahoe K9 |
| QTY | Item | DESCRIPTION | Price Each | Total | |
| 1 | ETSSVBK07 | SoundOff Signal 100J Series Speaker Bracket (no drill) capable of holding up to two speakers: | 35.00 | 35.00 | |
| 4 | 4" mPower | 2021-2024 Tahoe SoundOff Signal 4" mPower Led Lights, Dual Color: Blue-White (grille) | 120.00 | 480.00 | |
| 1 | HLF | OEM (Chevy) Headlight / Taillight Flasher (Must be selected at time of order and Must be activated by the Dealer prior to delivery) | 0.00 | 0.00 | |
| 1 | PMP2BKUMB5-D | SoundOff Signal Under-Mirror Intersector Bracket for 2021+ Tahoe (driver side) - Includes 4" B-W mPower | 146.50 | 146.50 | |
| 1 | PMP2BKUMB5-P | SoundOff Signal Under-Mirror Intersector Bracket for 2021+ Tahoe (passenger side) - Includes 4" B-W mPower | 146.50 | 146.50 | |
| 2 | ESLRL6105E | SoundOff Signal SL Running Lights, 61" Model - (5) Modules, Dual Color: Blue/White (2021+ Tahoe) *Custom Mounted* Recessed in running boards | 325.00 | 650.00 | |
| 2 | ENFDGS3RW | SoundOff Signal nForce Dual Head Deck Lights, Dual Color: Blue-White (rear side windows) | 265.00 | 530.00 | |
| 1 | nForce IRLB | SoundOff Signal Interior Light Bar (REAR), Dual Color: Blue-Amber | 1,050.00 | 1,050.00 | |
| 2 | ELUC2 | SoundOff Signal Undercover LED Hide Away's: Blue (reverse lights) | 80.00 | 160.00 | |
| 2 | 4" mPower | SoundOff Signal 4" mPower Led Lights, Dual Color: Blue-Amber (underside lip of rear hatch) | 120.00 | 240.00 | |
| 2 | 4" mPower | SoundOff Signal 4" mPower Led Lights, Dual Color: Blue-Amber-White (next to rear license plate) | 135.00 | 270.00 | |
| 1 | Dual SL | Stalker Dual-SL Radar System, includes: Front & Rear Antennas, Digital Counting Unit and all cables / brackets | 2,100.00 | 2,100.00 | |
| 1 | 200-1475-00 | Stalker Radar Front Dash Mount for: 2021+ Chevy Tahoe, holds front antenna and counting unit | 190.00 | 190.00 | |
| We appreciate your business very much. | | | Total | | |



Tri-State Public Safety

3351 Cinti-Dayton Rd. Ste. C
 Middletown, OH 45044
 513.422.5775
 Sales@TriStatePSE.com

Quote

| Date | Quote # |
|----------|---------|
| 4/9/2024 | 19360 |

| Bill To: | | | Ship To: | | |
|---|-------------------|---|---|--------------|---------------|
| West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 | | | West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 | | |
| EST. Shipping Date | P.O. # | Terms | Date | Rep | Vehicle |
| TBD | Quote | Net 20 | 2/7/2024 | EV | 2024 Tahoe K9 |
| QTY | Item | DESCRIPTION | Price Each | Total | |
| 1 | GK0068E | Setina Blac-Rac Single T-Rail Weapon Mount w/ Electronic Release & Key Over-Ride (overhead) | 650.00 | 650.00 | |
| 1 | C-VSW-1005-TAH-PM | Havis 12.5" Wide, Medium Height, Angled 15" Vehicle-Specific Console with Printer Module for 2021+ Chevy Tahoe. Includes 3" Acc. Pocket, Dual Cup Holder, Arm Rest and all face plates. | 1,100.00 | 1,100.00 | |
| 1 | C-HDM-204 | Havis Heavy Duty Laptop mount (side of console) with 8.5" Telescoping Pole | 185.00 | 185.00 | |
| 1 | C-MD-119 | Havis 11" Slide Out, Locking Swing Arm with Low Profile Motion Device Adapter | 295.00 | 295.00 | |
| 1 | C-LP2-PS1-USB | Havis (2) Lighter Plug Outlet W/ (1) Dual USB Charging Port | 125.00 | 125.00 | |
| 1 | LB3692 | Brother 12V Wired Vehicle Power Adapter, for Pocket Jet Printers (PJ-762/PJ-763) | 35.00 | 35.00 | |
| 2 | 3SRCCDCR | 3" Round Compartment Light: Red-White: (1) Kennel, (1) Prisoner | 60.00 | 120.00 | |
| 1 | SL-20X | Streamlight SL-20X Led Flashlight with 12V DC Charger | 130.00 | 130.00 | |
| 1 | 8EVPSL | 8EVP 24" Dual Color Strip Light: Red/White (inside rear hatch) | 35.00 | 35.00 | |
| 1 | Shipping | UPS Ground Freight for all above listed equipment, also includes Setina Semi Freight (forklift required & provided) | 650.00 | 650.00 | |
| We appreciate your business very much. | | | | Total | |



Tri-State Public Safety

3351 Cinti-Dayton Rd. Ste. C
 Middletown, OH 45044
 513.422.5775
 Sales@TriStatePSE.com

Quote

| Date | Quote # |
|----------|---------|
| 4/9/2024 | 19360 |

| Bill To: | Ship To: |
|---|---|
| West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 | West Chester Police Dept. 9577 Beckett Rd. # 500 West Chester, OH 45069 |

| EST. Shipping Date | P.O. # | Terms | Date | Rep | Vehicle |
|--------------------|--------|--------|----------|-----|---------------|
| TBD | Quote | Net 20 | 2/7/2024 | EV | 2024 Tahoe K9 |

| QTY | Item | DESCRIPTION | Price Each | Total |
|-----|----------------|--|------------|----------|
| 1 | CK2393TAH21-10 | Setina FULL K9 Containment Insert: Occupies Entire Back Seat Area *FOR USE WITH: -10" Fan (NOT INCLUDED) *INCLUDES: -Front Sliding Door Partition -Rear Partition -Door Panels -Window Barriers | 2,750.00 | 2,750.00 |
| 1 | Misc | 10" Window Fan Kit | 240.00 | 240.00 |
| 1 | Misc | Heavy-Duty 10" Window Fan Guard | 85.00 | 85.00 |
| 1 | HP-5020 | Ace K-9 Hot-N-Pop® PRO Temperature Alarm & Door Opening System. Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster. | 1,499.00 | 1,499.00 |
| 1 | Misc | Ace K-9 Watchdog Software | 899.00 | 899.00 |
| 1 | Tint | Window Tint (Front 2 doors + Add tint to all 5 rear windows) | 500.00 | 500.00 |
| 1 | Freight | Semi Truck freight for Setina Equipment, including the K9 Kennel. Requires on-site forklift (provided) | 600.00 | 600.00 |
| 1 | TrkVlt | Truck Vault Cabinet, Single Drawer w/ Simplex Push-Button lock (T-CHTAHS1-21N-TR-K9) - Includes Freight | 2,300.00 | 2,300.00 |
| 1 | Installation | Installation of all above listed equipment, includes custom Matrix's, Flash patterns/modes and all required materials & shop supplies. Also includes installation of Customer Supplied items: Docking Station, GPS Antenna, Portable Radio Charger and Scanner. | 3,800.00 | 3,800.00 |

| | | |
|--|--------------|--------------------|
| We appreciate your business very much. | Total | \$28,418.00 |
|--|--------------|--------------------|

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Requisition Item |
| Submitted By: | |
| Arun Hindupur, Director of Public Works/Community Services | |

| |
|---|
| Motion: |
| Barrett Paving Materials, Inc. - \$2,361,109.23 - Approve paving application for 2024 (CIP 1610 & 1594) |

| |
|---|
| Background: |
| <p>In December of 2023, the Board approved Resolution 49-2023 requesting that West Chester be included in the asphalt paving contract through the Butler County Engineer’s Office (BCEO) in the amount of \$2,400,000.00. West Chester has identified 5.7 +/- miles of streets to be included in this year’s paving contract.</p> <p>Bids were accepted and the contract has been awarded to Barrett Paving Materials, Inc. CIP 1610 was budgeted for \$1,400,000.00 in Roads Funds and CIP 1594 was budgeted for \$1,200,000.00 in TIF funds for paving township streets. \$459,034.00 in ARPA money from Butler County will be deducted from what is billed to the Township.</p> <p>The Community Services Department requests a Purchase Order in the amount of \$2,361,109.23 which includes a 10% contingency of \$214,646.29 to be paid from various funding sources.</p> |

| | | | | |
|----------------|------------------------|---------------|---------------------------|----------------|
| Finance | Budgeted Item: | N/A; CIP, TIF | | |
| | CIP #: | 1610 & 1594 | | |
| | TIF Info: | 217 & 218 | | |
| | Purchase Order: | 24001296 | Total Encumbrance: | \$2,361,109.23 |

2024 Street Paving List

Ash Hill Ct (Willow Crest Ln to cul-de-sac)
Barkwood Dr (Tepperwood Dr to Walnut Creek Dr)
Carey Woods Ln (Willow Crest Ln to cul-de-sac)
Chappellfield Dr (cul-de-sac to cul-de-sac)
Finchneft Way (Timberjack Way to cul-de-sac)
Gina Dr (Gail Sue to Gary Lee)
Glenn Moor Dr (Hamilton Mason Rd to Rolling Meadows)
Haystack Way (Rollingwood Way to cul-de-sac)
Jerry Dr (Gina Dr to cul-de-sac)
Kindlewood Dr (Tepperwood Dr to cul-de-sac)
Martins Way (Holly Hill Ln to cul-de-sac)
Matthes Dr (Chappellfield Dr to Pinter Ct)
Plowshare Way (Rollingwood Way to cul-de-sac)
Ravenwood Way (Rollingwood Way to cul-de-sac)
Red Pheasant Way (Timberjack Way to cul-de-sac)
Rollingwood Way (Timberjack Way to Beckett Ridge Blvd)
Running Deer Dr (Tylersville to Senour Dr)
Schulze Dr (Muhlhauser Rd to cul-de-sac)
Seedling Way (Rollingwood Way to cul-de-sac)
Senour Dr (White Hall Cir W to cul-de-sac)
Service Dr (Cox Rd to cul-de-sac)
Spruce Run (Holly Hill Ln to Chappellfield Dr)
Stuart Ct (Chappellfield Dr to cul-de-sac)
Tepperwood Dr (Barkwood Dr to Kindlewood Dr)
Timberjack Way (Rollingwood Way to cul-de-sac)
UCB (West Chester Rd to Muhlhauser Rd)
West Chester Towne Centre Dr (Centre Loop to UCB)
Windwood Dr (Rushwood Ct to Gatewood Cir)

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Business Item |
| Submitted By: | |
| Lisa Brown, Assistant Township Administrator | |

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| Motion: |
| Motion to advertise Request for Proposals for Strategic Plan Development |

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|--|
| Background: |
| <p>West Chester Township is seeking proposals from firms to guide the organization through the development of a two-year Organizational Strategic Plan. A strategic plan is a vital tool to ensure that the vision and priorities set by the Board of Trustees are clearly conveyed to employees and the community; Township strategies and projects are developed to meet the Board’s priorities; and overall Township government is accountable for meeting community needs.</p> <p>The Strategic Plan will pilot West Chester Township operations and decision-making January 2025 through December 2026. It will guide the organization’s governance, and establish a framework for setting strategic priorities and operational goals while creating measurable and achievable service plans and timelines. The purpose of the strategic plan is to position West Chester to proactively provide services that meet the needs of the community in a cost-effective manner and to educate stakeholders about West Chester’s mission, vision, values, and strategic goals.</p> <p>The Township has conducted three previous strategic planning sessions for years 2019 through 2024. The focus of this strategic planning session should be improving the strategic planning process to account for the maturity of the Township’s strategic plan; and establishing strategic goals that reflect best practices to propel the township into future success.</p> |

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

West Chester Township, Ohio
REQUEST FOR PROPOSALS

Table of Contents

- Summary of RFP4
 - Schedule4
 - Submitting Proposals4
 - Addendum to the RFP4
- ABOUT WEST CHESTER TOWNSHIP5
- PURPOSE.....5
- SCOPE OF SERVICES5
- ANTICIPATED TASKS6
 - General Project Management6
 - Background Review and Environmental Scan6
 - Priority Setting Retreat with Board of Trustees and Executive Staff.....6
 - Draft Strategic Priorities.....6
 - Employee Engagement7
 - Development of Strategic Plan.....7
- PROPOSAL REQUIREMENTS.....8
 - Statement of Qualifications8
 - Firm Overview8
 - Project Team8
 - References and Examples.....8
 - Project Understanding and Approach.....8
 - Scope of Services and Methodology8
 - Schedule8
 - Project Pricing9
- PROPOSAL FORMAT9
- SELECTION PROCESS.....9
 - Ability to Carry Out and Manage the Proposed Project (40%)9
 - Qualifications (35%)9
 - Cost of Proposal (25%)9
- SELECTION TIMELINE10
- GENERAL CONDITIONS10
 - Electronic Documents10
 - Receipt of Proposals.....10
 - Questions and Inquiries10
 - Township Prerogative to Accept/Reject Proposals10
 - Agreement11
 - Communication.....11
 - Company Ownership/Management.....11
 - Disclosure11
 - Award of the Contract.....11
 - Addenda12
 - False or Misleading Statements12
 - Clarification of Proposal12
 - Responsiveness12

Rejection of Proposal12

SUMMARY OF RFP

Schedule

| | |
|------------------------------------|-----------------|
| Issuance of Request for Proposals: | April 24, 2024 |
| Questions due: | May 3, 2024 |
| Answers/Addenda posted: | May 6, 2024 |
| Deadline to submit Proposals: | May 17, 2024 |
| Interviews (if deemed required): | May 27-31, 2024 |
| Contract Award (Anticipated): | June 11, 2024 |

Late proposals will not be accepted.

Submitting Proposals

Each Firm must submit copies of proposal by 4:00 p.m. on May 17, 2024. No proposals will be accepted after that date and time unless the Township extends the deadline by written addendum.

Addendum to the RFP

The last day for submission of questions is May 3, 2024. All questions are to be sent to: jwhittaker@westchesteroh.org. If necessary, an addendum to this RFP will be published on the Township's website on May 6, 2024.

ABOUT WEST CHESTER TOWNSHIP

West Chester is Ohio's largest township, "One of America's Best Places to Live," and one of Ohio's Best Communities to do Business. West Chester is committed to superb customer service with an emphasis on integrity, fiscal responsibility and open communications. It is a lean and fiscally sound government known for providing exceptional services to a vibrant community.

West Chester is a thriving community that continues to grow. Strong schools, beautiful homes, and safe neighborhoods are balanced with a vibrant business community. Residents and corporate stakeholders benefit from exceptional professional services including police, fire & EMS, roads and community development.

More than just a sleepy suburb, West Chester is a sophisticated community with a diverse and vibrant local economy and urban energy fueled by first-to-market dining and entertainment venues and great events.

West Chester's strategic location, customer base and access attracts unique commercial investment that adds to the local economy, inspires visitor traffic, and adds to the quality of life.

West Chester maintains more than 400 acres of recreational space catering to active and passive park enthusiasts and benefits from the services of MetroParks of Butler County. MetroParks manages another 430 acres of recreational space in West Chester at the Voice of America Park.

West Chester is served by the Lakota Local Schools with an enrollment of nearly 17,000 students in 22 buildings. Lakota Local Schools ranks among the state's top school districts for academic excellence.

West Chester provides an exceptional quality of life for residents and has been recognized seven times as one of "America's Best Places to Live" by Money Magazine. In 2016, for the fourth consecutive time, West Chester ranked among the top 100 cities of populations ranging from 50,000 to 300,000. West Chester has been designated a Best Community to do Business by Ohio Business Magazine for four years running, 2020 through 2023.

PURPOSE

West Chester Township is seeking proposals from firms to guide the professional public service organization through the development of a two-year Organizational Strategic Plan.

The Strategic Plan will pilot West Chester Township operations and decision-making January 2025 through December 2026. It will guide the organization's governance, and establish a framework for setting strategic priorities and operational goals while creating measurable and achievable service plans and timelines. The purpose of the strategic plan is to position West Chester to proactively provide services that meet the needs of the community in a cost-effective manner and to educate stakeholders about West Chester's mission, vision, values, and strategic goals.

SCOPE OF SERVICES

West Chester invites proposals for the facilitation and development of a 2-year Operational Strategic Plan. A strategic plan is a vital tool to ensure the vision and priorities set by the Board of Trustees are clearly conveyed to employees and the community; Township strategies and projects are developed to meet the Board's priorities; and overall Township government is accountable for meeting community needs.

The Township has conducted three previous strategic planning sessions for years 2019 through 2024. The focus of this strategic planning session should be improving the strategic planning process to account for the maturity of the Township's strategic plan; and establishing specific and sustainable strategic goals that reflect best practices to propel the township into future success.

The Township is aware there are a variety of perspectives, models, and approaches available to develop a strategic planning document; therefore, the selected firm should propose a framework or model(s) they believe to be most suitable for West Chester Township at this time.

ANTICIPATED TASKS

General Project Management

The selected firm will work with Township Administration to develop and finalize the strategic planning process; validate the objectives for this project; and outline roles and responsibilities for the project.

Background Review and Environmental Scan

The selected firm will identify internal and external factors to be considered during the development of this strategic plan. These factors can then provide a realistic context for the strategic plan and ultimately provide an increased opportunity for making positive changes in the organization and the community. This task includes a background review of relevant residential and employee surveys, previous priority setting documents and initiatives, and other key strategic planning documents.

The selected firm may elect to perform additional tasks to supplement the Background Review and Environmental Scan, such as interviews or focus groups with Township employees or a pre-retreat survey of Board members and the Executive Team.

Priority Setting Retreat with Board of Trustees and Executive Staff

The selected firm will facilitate a one- or two-day priority setting retreat with the Board of Trustees and Executive Staff. The retreat will take place in late-August or early-September 2024.

The retreat should focus on goal setting based in best practices.

Generally, the selected firm should analyze the Township's current condition and recommend alternative goals and activities that will be vetted during the retreat. The Township seeks to go beyond basic strategic planning activities, such as SWOT analysis; and, instead, is looking for a partner that can help the Township move to the next level in the strategic planning process.

Draft Strategic Priorities

Based on the foregoing activities, the selected firm will finalize drafts of a Vision statement as well as Strategic Priorities. The selected firm will work with each Department to prepare a list of Priority Projects organized by each Strategic Priority.

Employee Engagement

West Chester's Strategic Plan is an operational plan that drives the work its employees do every day. The selected firm will develop a plan for engaging employees throughout the organization in reviewing and providing feedback on the Township's top priorities, strategies and projects, and for fostering employee participation in accomplishing strategic goals during the life of the strategic plan.

Development of Strategic Plan

The selected firm will develop the strategic plan, which will include timetables for achievements and may include measurable goals. Based on feedback from the Executive Team and employees, the draft Strategic Plan shall be grounded in a realistic assessment of staff and funding capacities and/or make resource adjustment recommendations for successful implementation.

The Township requires any Proposer to have experience in strategic planning and organizational effectiveness. Experience with local government agencies is required and recent experience in a township is preferred.

Proposers shall read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

PROPOSAL REQUIREMENTS

The proposal shall include the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

Statement of Qualifications

The Proposer shall prepare a statement of qualifications including:

Firm Overview

Provide an overview of the firm's experience in providing the Scope of Services being requested. Please include the contact information of the individual authorized to represent the firm.

Project Team

Provide names, contact information and resumes for the Project Team, including the project manager and team members. Indicate the organizational structure of the team and outline key roles and lines of communication and authority.

References and Examples

Provide up to three (3) references for whom a similar project was completed. Provide the contact name, phone number and email and a brief description of the project completed for that organization.

Include up to three (3) sample reports prepared for another comparable organization. Provide examples of data collection forms, surveys or other similar documents you propose to use on this project.

Project Understanding and Approach

Describe the Proposer's understanding of West Chester Township utilizing the project as outlined in this RFP, and materials publicly available on the Township's webpage. Also, provide a high-level description of the successful implementation of the proposed scope of services.

Scope of Services and Methodology

Provide a proposal responsive to the Scope of Services and consistent with this RFP. The proposal should include optional recommended services that the Proposer believes would be beneficial to achieving the goals stated in this RFP.

Schedule

Provide a proposed schedule for the project. The Township expects to finalize the strategic plan by December 15, 2024, with plan activities beginning January 1, 2025. Please also consider an alternative schedule that affords additional time to complete a quality project and any

benefits and tradeoffs associated with a longer schedule.

Project Pricing

Provide a detailed not-to-exceed cost analysis for the entirety of the project, including basic fee structure and break down of any other charges and hourly compensation rates related to the proposal. Provide pricing for optional recommended services separate from core services.

PROPOSAL FORMAT

Proposers shall submit two (2) complete copies of their proposal and a portable hard drive containing a Portable Document File (PDF) proposal. **Proposals must be in a sealed envelope bearing the caption "West Chester Township Strategic Plan RFP."** Proposals shall be submitted to:

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

Proposals may also be submitted in person or by mail, but they must be received by 4:00 PM on Friday, May 17, 2024. Late proposals will not be considered. The Township assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

SELECTION PROCESS

After review of the submitted proposals, the Township may invite some or all Proposers to present their qualifications and proposed approach in an interview or may decide to select one Proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in the Selection Timeline, and may be conducted via Zoom. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

Ability to Carry Out and Manage the Proposed Project (40%)

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

Qualifications (35%)

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The Township may consider Proposer's timely and accurate performance on contracts of a similar nature.

Cost of Proposal (25%)

Cost, while not determinative, will be considered in the selection process.

SELECTION TIMELINE

The Township has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the Township in adhering to this timeline. The Township reserves the right to change the schedule at its own discretion.

| Schedule for Selection | |
|------------------------------------|-----------------|
| Issuance of Request for Proposals: | April 24, 2024 |
| Questions due: | May 3, 2024 |
| Answers/Addenda posted: | May 6, 2024 |
| Deadline to submit Proposals: | May 17, 2024 |
| Interviews (if deemed required): | May 27-31, 2024 |
| Contract Award (Anticipated): | June 11, 2024 |

GENERAL 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 the proposal was dispatched will not be considered; the Firm must ensure 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. All questions must be submitted by May 3, 2024. All questions and responses will be posted to the designated RFP webpage May 6, 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 firm for any reason. The Township reserves the right to award the contract based on proposals received without further discussion or negotiation. Firms 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 Firm s for any expenses incurred in preparing proposals in response to this RFP; and West Chester Township will not reimburse responding Firm s 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 agreement.

Communication

Prospective firms 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 firm and any other employee of the Township; and such action may be cause for rejection of the subject firm's proposal. Only written proposals received by the deadline will be considered.

Company Ownership/Management

Should there be a change in the awarded firm's 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

All proposals are subject to Ohio Public Record Laws. Material designated by the Firm as a confidential trade secret shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. However, prices and terms of payment shall be made available for public inspection regardless of any designation to the contrary.

Award of the Contract

Award of the contract shall be made to the responsive and responsible firm 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 firm will become, at the Township's option, a contractual obligation if a contract ensues. Failure of the successful firm 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 firms. 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 firms 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 firms 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 firm, 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 Firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Firm to respond to such a request for additional information or clarification may result in rejection of the Firm's proposal.

Responsiveness

Proposals should respond to all requirements of this RFP to the maximum extent possible. Firm 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 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 firms.

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Business Item |
| Submitted By: | |
| Lisa Brown, Assistant Township Administrator | |

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| Motion: |
| Motion to approve lease agreement between West Chester Township Board of Trustees and MetroParks of Butler County to lease a portion of property located at Voice of America MetroPark; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement |

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|--|
| Background: |
| <p>West Chester is partnering with MetroParks of Butler County and the Submarine Cincinnati Memorial Association to construct the USS Cincinnati Cold War Peace Pavilion. This project has been three years in the making, but we are finally ready to break ground and begin construction. The final step to bring this project to fruition is approval of the agreements between the parties to grant property interests that will allow construction of the memorial.</p> <p>The master lease is between MetroParks and West Chester Township. The master lease will be assigned to the SCMA. Under the lease and assignment, each party will have specific obligations.</p> <ul style="list-style-type: none"> • MetroParks will provide routine grounds maintenance services at the Memorial, including mowing the grass, maintaining landscaping and the tree grove, emptying trash receptacles, cleaning restrooms, and plowing snow. • The Township will be responsible for ongoing maintenance of and coordination of capital improvements for the Memorial • SCMA will pay for and construct the memorial, establish a sufficient endowment fund to maintain the memorial, and conduct various programs and activities designed to attract visitors to the Memorial. <p>The USS Cincinnati Memorial is a unique amenity that will attract visitors from all over the country to the VOA property, the Township, and the region.</p> |

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

LEASE AGREEMENT

BETWEEN WEST CHESTER OWNSHIP AND METROPARKS OF BUTLER COUNTY

This Lease Agreement (“Lease”) is entered into this ____ day of _____, 2024, by and between West Chester Township Board of Trustees, 9113 Cincinnati Dayton Road, West Chester Township, Ohio, 45069 (“Township”) and the Board of Park Commissioners of MetroParks of Butler County, Ohio, 2051 Timberman Road, Hamilton, Ohio 45013 (“MetroParks”).

WHEREAS, MetroParks owns land in West Chester Township which is used as a public park known as Voice of America MetroPark, and which is shown for informational purposes in Exhibit A attached hereto (“**MetroParks Property**”).

WHEREAS, Township owns land adjacent to MetroParks Property which is used as the National Voice of America Museum of Broadcasting and adjacent public green space, which is shown for informational purposes on Exhibit A attached hereto (“**Township Property**”).

WHEREAS, Township and MetroParks are collaborating to establish the USS Cincinnati Cold War Memorial Peace Pavilion and ancillary facilities (“**Memorial**”) on MetroParks Property and adjacent to Township Property, in the approximate location and configuration shown in Exhibit A.

WHEREAS, Township desires to partner with the Submarine Cincinnati Memorial Association (“**SCMA**”), a 501(c)(3) nonprofit organization, to construct, maintain, and manage the Memorial on MetroParks Property.

WHEREAS, MetroParks has approved Resolution No.10.24 attached as Exhibit B, pledging to grant a lease of the property interests necessary for Township to construct, maintain, and manage the Memorial.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1: LEASED PREMISES

MetroParks hereby leases to Township the portion of MetroParks Property depicted in Exhibit A necessary to construct the Memorial (“Leased Premises”).

SECTION 2: TERM

The term of this Lease shall be for a period of twenty (20) years, beginning May 1, 2024 and terminating April 30, 2044. This Lease shall automatically renew subject to the same terms and conditions for up to two (2) additional twenty (20) year terms. This Agreement may be terminated at any time upon mutual written agreement of Township and MetroParks.

SECTION 3: RENT

Township shall pay no rent to MetroParks for the Leased Premises.

SECTION 4: MEMORIAL AREA

The Memorial includes the following components and ancillary facilities, depicted in Exhibit A, which shall be collectively known as the “**Memorial Area**”:

1. USS Cincinnati Pavilion
2. Pavilion Driveway/Parking
3. Museum Driveway
4. Shared Driveway/Entrance
5. Ancillary amenities, including restroom facilities and tree grove area between Tylersville Road and the Pavilion Parking area.

The public shall continue to have access to the Memorial Area subject to MetroParks Rules and Regulations, except that Township may temporarily restrict public access to the Memorial Area to allow Township to carry out such programs and activities as Township deems appropriate. Township may enact any rules it deems necessary specific to the Memorial, so long as said rules do not conflict with those established by MetroParks.

SECTION 5: TOWNSHIP RIGHTS AND RESPONSIBILITIES

Township shall have possession and use of the Leased Premises for the purposes set forth herein.

Prior to initiating construction activities, Township and SCMA shall demonstrate, to the satisfaction of MetroParks, that sufficient financial resources have been dedicated for the construction and ongoing maintenance of the Memorial. Such demonstration of financial sufficiency shall include, but not be limited to, provision of cost estimates for construction and long-term maintenance along with proof of funds deposited with the Northern Cincinnati Foundation sufficient to cover estimated expenses.

Sufficient financial resources for ongoing maintenance shall include an endowment with a minimum principal amount necessary to support ongoing maintenance during the life of this agreement and the subsequent extensions (“Endowment”), as determined by the Northern Cincinnati Foundation, to be managed by a separate agreement between Township, MetroParks, and SCMA (the “Parties), to be held in a dedicated fund at the Northern Cincinnati Foundation or another foundation as agreed by the Parties, the interest of which can be drawn upon by Township or MetroParks as reimbursement for expenses incurred for Memorial-related maintenance and repair. The fund agreement shall provide that the fund principal may also be used to reimburse the Township or MetroParks for expenses incurred for Memorial-related maintenance and repair, but the fund principal shall not be reduced without written approval signed by the Parties.

Township shall have the right to conduct such programs and activities in the Memorial Area as Township deems appropriate.

Township shall have the responsibility to manage and pay for all design and construction activities that occur within the Leased Premises.

Township shall, at no cost, expense, or obligation of MetroParks, be responsible for ongoing operation, management, capital improvements, and maintenance of the Leased Premises and

Memorial Area, excluding responsibilities assigned to MetroParks under Section 6 of this agreement, so long as this Lease remains in full force and effect. The Endowment shall pay to Township for all costs and expenses incurred by Township for the ongoing operation, management, capital improvements, and maintenance of the Leased Premises and Memorial Area except for ordinary and standard labor costs.

Township shall cause the Pavilion Driveway/Parking to be constructed concurrently with construction of the USS Cincinnati Pavilion, and Shared Driveway/Entrance.

During its construction of the Memorial Area, Township shall coordinate all construction activities with MetroParks and shall make reasonable accommodations so as not to interfere with events located on MetroParks Property.

Township shall obtain approval of design plans and specifications for all construction activities that occur within the Leased Premises from MetroParks, whose approval shall not be unreasonably withheld, prior to construction.

Township shall conduct all work (a) in accordance with all applicable laws, rules, and regulations; (b) in a lien-free manner; and (c) in such a manner as to not interfere with MetroParks' use of the MetroParks Property outside the Memorial Area.

If the Butler County Engineer's Office constructs an intersection connecting Tylersville Road to the Shared Driveway/Entrance, Township shall cooperate as required by Butler County Engineer's Office to facilitate such connection.

Township shall restore, or cause to be restored, all temporarily disturbed areas surrounding the Memorial to the reasonable satisfaction of MetroParks.

All permanent improvements made to the Memorial Area on the MetroParks Property shall remain a part of the MetroParks Property upon termination of this Lease and become the property of MetroParks except Township shall remove the USS Cincinnati Pavilion, and any part thereof, at Township's expense pursuant to Section 11 of the Lease.

SECTION 6: METROPARKS RIGHTS AND RESPONSIBILITIES

MetroParks shall retain all rights to use MetroParks Property not otherwise granted to Township through this Lease, provided that the exercise of those rights does not unduly interfere with access to, or operation of, the Memorial.

MetroParks shall, at no cost, expense, or obligation to Township, patrol and enforce MetroParks rules and regulations at the Memorial.

MetroParks or its contractors shall, at no cost, expense, or obligation to Township, provide routine grounds maintenance services at the Memorial, including mowing the grass, maintaining landscaping and the tree grove, emptying trash receptacles, cleaning restrooms, and plowing snow on Shared Driveway/Entrance and Pavilion Driveway/Parking. The Endowment shall pay to MetroParks for all costs and expenses incurred by MetroParks for the ground's maintenance services except for ordinary and standard labor costs. MetroParks shall notify Township of vandalism or other damage to the Memorial discovered by MetroParks.

MetroParks shall allow the public to access the Memorial and Museum Property via the Shared Driveway/Entrance.

MetroParks shall permit Township or its contractors to use portions of MetroParks Property as needed for access and temporary staging for Memorial construction, subject to such restrictions as may be reasonably determined by MetroParks.

MetroParks shall cooperate with Township in the granting of such property interests as may be necessary to provide utility services to the Memorial, subject to approval of National Park Service (NPS) per deed restrictions on the MetroParks Property through the Federal Lands to Parks Program (FLPP).

MetroParks shall cooperate to cause the Shared Driveway/Entrance to be constructed concurrently with construction of the USS Cincinnati Pavilion, and Pavilion Driveway/Parking. MetroParks shall seek grants for the Shared Driveway/Entrance but shall not be responsible for the costs and expenses for the Shared Driveway/Entrance beyond any grants obtained by MetroParks.

During its construction of the Shared Driveway/Entrance, MetroParks shall coordinate all construction activities with Township and shall make reasonable accommodations so as not to interfere with events located on Township Property.

If the Butler County Engineer's Office constructs an intersection connecting Tylersville Road to the Shared Driveway/Entrance, MetroParks shall cooperate as required by Butler County Engineer's Office to facilitate such connection.

SECTION 7: INSURANCE.

Township and any contractors engaged by Township shall carry and maintain, at its sole cost and expense, commercial general liability insurance covering claims arising out of its use of the Leased Premises with limits of at least One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate. Design professionals engaged by Township for the project shall be required to carry professional liability insurance with minimum limits of \$1,000,000.00 per claim/aggregate. MetroParks shall be named as an additional insured on all such insurance policies.

SECTION 8: REPRESENTATIONS OF METROPARKS.

As an inducement for Township to enter and sign this Lease, MetroParks represents and warrants to Township that as of the date of this Lease:

1. MetroParks owns good, marketable, and insurable fee simple title to the Leased Premises.
2. Subject to any required approvals or consents of the NPS per deed restrictions on the MetroParks Property through the FLPP, MetroParks has the power and authority to execute and deliver this Lease and to complete all of the transactions contemplated by the terms of this Lease. This Lease is the legal, valid and binding obligation of MetroParks, enforceable against MetroParks in accordance with its terms.
3. This Lease does not violate the terms of any mortgage, deed restriction, or agreement that is binding on MetroParks or the Leased Premises.
4. To the best of MetroParks' knowledge, there is no pending or threatened claim, litigation, condemnation, administrative action or other legal proceeding related to the Leased Premises.

5. MetroParks shall not place or permit the placement of any obstruction which may interfere with the exercise of the rights granted herein to Township.

SECTION 9: DISPUTES

In the event either party deems the other to have violated the terms of this Lease, the party alleging default (Alleging Party) shall provide written notification to the party allegedly in default (Defaulting Party). Such notification shall specify a period of not less than sixty (60) days (Cure Period) during which the Defaulting Party shall have the opportunity to cure the alleged default, unless the default presents an immediate material impact to the Alleging Party's use of its property, in which case the Defaulting Party shall promptly work to resolve the default. If the Defaulting Party fails to cure the alleged default within the Cure Period, the Alleging Party may submit a claim to a court of competent jurisdiction for injunctive or monetary relief.

SECTION 10: APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. The parties hereby submit to the exclusive jurisdiction of the Butler County Court of Common Pleas, and expressly waive all rights of removal to any United States District Court. The Court of Common Pleas for Butler County, Ohio, shall be the sole and exclusive venue for any action brought to enforce any provision of this Agreement.

SECTION 11: TERMINATION

This Lease may be terminated prior to the beginning of Memorial construction by either of the Parties upon 30 days' prior written notice to the other, at which time all obligations under the Lease will cease and each party shall be responsible for its own costs incurred hereunder.

If either of the conditions stated in paragraphs 1 and 2 below are met or in the event that Township shall violate any covenant made by it in this Lease and shall fail to comply with said covenant within thirty (30) days, or as otherwise agreed to in writing, after being given written notification of said violation by MetroParks, MetroParks may, at MetroParks' option, terminate this Lease upon notice to the Township. In the event MetroParks terminates this Lease, all obligations under the Lease will cease, except for obligations under this Lease specifically intended to survive termination of this Lease, and each party shall be responsible for its own costs incurred hereunder. If this Lease is terminated and upon written notification from MetroParks, Township shall, at no cost, expense, or obligation to MetroParks, remove the USS Cincinnati Pavilion, and any part thereof, and Township shall restore such area to the reasonable satisfaction of MetroParks at Township's own expense within one (1) year of receiving said notification, and MetroParks shall assume ownership and maintenance of Memorial Area.

1. Memorial construction is not completed within three (3) years of the effective date of this Lease, unless such timeframe is mutually extended in writing by both Parties; or,
2. The Memorial ceases to be maintained by Township for a minimum of one (1) year.

SECTION 12: ASSIGNMENT

Township may assign or sublease all or part of its rights or obligations under this Lease to the SCMA, or a successor organization only with the prior written consent of the Executive Director of MetroParks or his/her designee, provided that nothing herein shall release or relieve the Township of its primary obligation to comply with all of the terms, obligations, and conditions of this Lease.

The rights and obligations contained herein shall be binding upon Township, MetroParks, and their successors or assignees.

IN WITNESS WHEREOF, the parties have set their hands on the date first written herein.

West Chester Township Board of Trustees,
West Chester Township, Butler County,
Ohio

Board of Park Commissioners of MetroParks
of Butler County, Ohio

Resolution No. _____

Resolution No. 10.24

Date: _____

Date: 4.18.24

Signed: _____

Signed: 

Typed: Larry D. Burks

Typed: Jacqueline O'Connell

Title: Township Administrator

Title: Executive Director

West Chester Property

MetroParks Property

Leased Property

Cincinnati Pavilion

Pavilion Driveway/Parking

Ancilla Amenities

Shared Driveway/Entrance

Access to Tylersville Rd. E. Drive

Museum Driveway

PRELIMINARY
NOT FOR CONSTRUCTION
4/17/23
this sheet printed
8/22/23

SCALE IN FEET
0 25 50 100 150

 0811.org
CALL YOUR CITY OR TOWNSHIP
811 OR 1-800-362-2764
FOR MORE INFO
CALL TYPERSVILLE
AND WE'LL HELP YOU

SITE PLAN
SCALE: 1" = 50'-0"

EXHIBIT B

Lease a Portion of Voice of America MetroPark to West Chester Township for
USS Cincinnati Cold War Memorial and Peace Pavilion

Resolution No. 10.24

WHEREAS, the mission of MetroParks of Butler County is to provide an exceptional park system that maximizes the community's quality of life through conservation, education and recreation; and

WHEREAS, MetroParks owns land in West Chester Township which is used as a public park known as Voice of America MetroPark;

WHEREAS, West Chester Township and MetroParks are collaborating to establish the USS Cincinnati Cold War Memorial and Peace Pavilion and ancillary facilities ("Memorial") on MetroParks Property and adjacent to Township Property;


WHEREAS, West Chester Township desires to partner with the Submarine Cincinnati Memorial Association, a 501(c)(3) nonprofit organization, to construct, maintain, and manage the Memorial on MetroParks Property.

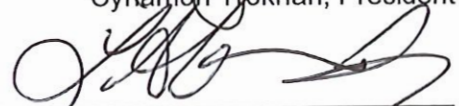
WHEREAS, MetroParks pledges to grant a lease of the property interests necessary for Township to construct, maintain, and manage the Memorial.

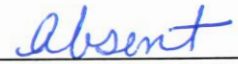
NOW, THEREFORE, BE IT RESOLVED that the Board of Park Commissioners of MetroParks of Butler County agrees to approve lease and maintenance agreements with West Chester Township necessary to make the USS Cincinnati Cold War Memorial and Peace Pavilion a reality.

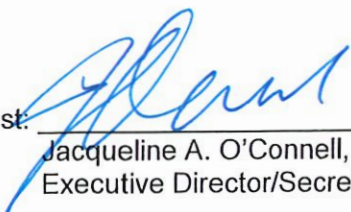
THIS RESOLUTION approved and adopted by the Board of Park Commissioners, MetroParks of Butler County, this 18th day of April 2024, and is effective May 1, 2024.

The Board of Park Commissioners, MetroParks of Butler County


Cynamon Trokhan, President


Larry Gersbach, Vice President

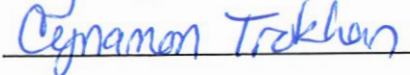

Daryl Nelson, Member

Attest: 
Jacqueline A. O'Connell,
Executive Director/Secretary of the Board

BY: 

AYES: 2

NAYS: 0

SECOND: 

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Business Item |
| Submitted By: | |
| Lisa Brown, Assistant Township Administrator | |

| |
|---|
| Motion: |
| Motion to approve Assignment and Assumption of Lease Agreement between West Chester Township Board of Trustees and Submarine Cincinnati Memorial Association; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement |

| |
|--|
| Background: |
| <p>West Chester is partnering with MetroParks of Butler County and the Submarine Cincinnati Memorial Association to construct the USS Cincinnati Cold War Peace Pavilion. This project has been three years in the making, but we are finally ready to break ground and begin construction. The final step to bring this project to fruition is approval of the agreements between the parties to grant property interests that will allow the construction of the memorial.</p> <p>The master lease is between MetroParks and West Chester Township and will be assigned to the SCMA. Under the lease and assignment, each party will have specific obligations.</p> <ul style="list-style-type: none"> • MetroParks will provide routine grounds maintenance services at the Memorial, including mowing the grass, maintaining landscaping and the tree grove, emptying trash receptacles, cleaning restrooms, and plowing snow. • The Township will be responsible for ongoing maintenance of and coordination of capital improvements for the Memorial. • SCMA will pay for and construct the memorial, establish a sufficient endowment fund to maintain the memorial and conduct various programs and activities designed to attract visitors to the Memorial. <p>The USS Cincinnati Memorial is a unique amenity that will attract visitors from all over the country to the VOA property, the Township, and the region.</p> |

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

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (“**Assignment**”) is made as of the [DAY] of [MONTH], 2024, (the “Effective Date”), by and between West Chester Township Board of Trustees, a political subdivision of Ohio (“**Township**”), as Assignor, and Submarine Cincinnati Memorial Association, an Ohio 501(c)(3) non-profit organization (“**SCMA**”), as Assignee, collectively referred to as the Parties.

WHEREAS, Township and the Board of Park Commissioners of MetroParks of Butler County, a body politic and corporate created under chapter 1545 of the Ohio Revised Code, (“**MetroParks**”), as Property Owner, are parties to Lease Agreement Between West Chester Township and MetroParks of Butler County, entered into on [DATE] (“**the Lease**”).

WHEREAS, a true and complete copy of the Lease is attached as Exhibit A to this Assignment and Assumption Agreement.

WHEREAS, pursuant to the Lease, Township leases property interests necessary to construct, maintain, and manage the USS Cincinnati Cold War Memorial Peace Pavilion and ancillary facilities (“**Memorial**”) on MetroParks Property and adjacent to West Chester Township property, in the approximate location and configuration shown in Exhibit B attached hereto for a term scheduled to expire April 30, 2044 (“**Leased Premises**”).

WHEREAS, Township has agreed to assign all its rights and interests under the Lease to SCMA, on the terms and conditions set forth herein as permitted and in accordance with the terms set forth in Section 12 of the Lease.

WHEREAS, Township desires to assign the Lease and transfer the property interests as granted by the Lease to SCMA, and SCMA desires to assume the Lease, subject to the terms and conditions of the Lease and this Assignment.

NOW THEREFORE, the Parties agree to the following:

1. **Assignment and Assumption.** As of Effective Date:
 - a. Township hereby grants, conveys, assigns, releases, and transfers to SCMA, all of Township’s rights and interests under the Lease, with the exception that the Township shall have the right to conduct such programs and activities in the Memorial Area as Township deems appropriate; and
 - b. SCMA hereby accepts and assumes all the rights, obligations, and duties of Township under the Lease for the Term of the Lease, with the exception of the obligations and duties remaining with Township as outlined in Section 3 of this Assignment, and accepts possession and control of the Leased Premises and property interests from Township.

2. **Representations and Warranties of Assignor.** Township hereby represents and warrants to SCMA the following information with respect to the Lease and agrees that SCMA may rely upon the same:

- a. The Lease is in full force and effect and has not been modified or amended. A true and complete copy of the Lease is attached to this Assignment as Exhibit A;
 - b. Township has not entered into any assignment or any other agreement transferring any of its interest in the Lease prior to the date of this Assignment; and
 - c. SCMA is a permitted assignee, and this assignment qualifies as a permitted assignment in accordance with the terms and conditions of Section 12 of the Lease.
3. **Township Duties and Responsibilities.** Township will maintain the following duties and responsibilities under the Lease:

Township shall, at no cost, expense, or obligation of MetroParks, be responsible for ongoing maintenance of and coordination of capital improvements on the Leased Premises and Memorial, excluding responsibilities assigned to MetroParks under Section 6 of the Lease, so long as the Lease remains in full force and effect, except, Township shall not be responsible for installing or maintaining educational kiosks and displays. The Endowment held by the Northern Cincinnati Foundation, or another foundation as agreed by the Parties, shall pay to Township for all costs and expenses incurred by Township for the ongoing maintenance of and coordination of capital improvements on the Leased Premises and Memorial Area except for ordinary and standard labor costs.

4. **Site Improvements.** SCMA shall not make or cause to be made any permanent or temporary improvements to the Leased Premises, other than those provided for in the Lease, without express written permission from Township and MetroParks.
5. **Insurance.** SCMA and any contractors engaged by SCMA shall carry and maintain, at its sole cost and expense, commercial general liability insurance covering claims arising out of its use of the Leased Premises with limits of at least One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate. Design professionals engaged by SCMA for the Memorial shall be required to carry professional liability insurance with minimum limits of \$1,000,000.00 per claim/aggregate. MetroParks and Township shall be named as an additional insured on all such insurance policies.
6. **Indemnification.** SCMA shall defend, protect, indemnify, and hold Township harmless from and against any and all liabilities, obligations, claims, losses, costs, damages, or expenses (including court costs and reasonable attorneys' fees) arising from or relating to the failure of SCMA to fully perform all of its obligations under the Lease.

IN WITNESS WHEREOF, Township and SCMA have executed this Assignment and Assumption Agreement as of the Effective Date.

West Chester Township

Submarine Cincinnati Memorial Association

Exhibit A

LEASE AGREEMENT

BETWEEN WEST CHESTER OWNSHIP AND METROPARKS OF BUTLER COUNTY

This Lease Agreement (“Lease”) is entered into this ____ day of _____, 2024, by and between West Chester Township Board of Trustees, 9113 Cincinnati Dayton Road, West Chester Township, Ohio, 45069 (“Township”) and the Board of Park Commissioners of MetroParks of Butler County, Ohio, 2051 Timberman Road, Hamilton, Ohio 45013 (“MetroParks”).

WHEREAS, MetroParks owns land in West Chester Township which is used as a public park known as Voice of America MetroPark, and which is shown for informational purposes in Exhibit A attached hereto (“**MetroParks Property**”).

WHEREAS, Township owns land adjacent to MetroParks Property which is used as the National Voice of America Museum of Broadcasting and adjacent public green space, which is shown for informational purposes on Exhibit A attached hereto (“**Township Property**”).

WHEREAS, Township and MetroParks are collaborating to establish the USS Cincinnati Cold War Memorial Peace Pavilion and ancillary facilities (“**Memorial**”) on MetroParks Property and adjacent to Township Property, in the approximate location and configuration shown in Exhibit A.

WHEREAS, Township desires to partner with the Submarine Cincinnati Memorial Association (“**SCMA**”), a 501(c)(3) nonprofit organization, to construct, maintain, and manage the Memorial on MetroParks Property.

WHEREAS, MetroParks has approved Resolution No.10.24 attached as Exhibit B, pledging to grant a lease of the property interests necessary for Township to construct, maintain, and manage the Memorial.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1: LEASED PREMISES

MetroParks hereby leases to Township the portion of MetroParks Property depicted in Exhibit A necessary to construct the Memorial (“Leased Premises”).

SECTION 2: TERM

The term of this Lease shall be for a period of twenty (20) years, beginning May 1, 2024 and terminating April 30, 2044. This Lease shall automatically renew subject to the same terms and conditions for up to two (2) additional twenty (20) year terms. This Agreement may be terminated at any time upon mutual written agreement of Township and MetroParks.

SECTION 3: RENT

Township shall pay no rent to MetroParks for the Leased Premises.

SECTION 4: MEMORIAL AREA

The Memorial includes the following components and ancillary facilities, depicted in Exhibit A, which shall be collectively known as the “**Memorial Area**”:

1. USS Cincinnati Pavilion
2. Pavilion Driveway/Parking
3. Museum Driveway
4. Shared Driveway/Entrance
5. Ancillary amenities, including restroom facilities and tree grove area between Tylersville Road and the Pavilion Parking area.

The public shall continue to have access to the Memorial Area subject to MetroParks Rules and Regulations, except that Township may temporarily restrict public access to the Memorial Area to allow Township to carry out such programs and activities as Township deems appropriate. Township may enact any rules it deems necessary specific to the Memorial, so long as said rules do not conflict with those established by MetroParks.

SECTION 5: TOWNSHIP RIGHTS AND RESPONSIBILITIES

Township shall have possession and use of the Leased Premises for the purposes set forth herein.

Prior to initiating construction activities, Township and SCMA shall demonstrate, to the satisfaction of MetroParks, that sufficient financial resources have been dedicated for the construction and ongoing maintenance of the Memorial. Such demonstration of financial sufficiency shall include, but not be limited to, provision of cost estimates for construction and long-term maintenance along with proof of funds deposited with the Northern Cincinnati Foundation sufficient to cover estimated expenses.

Sufficient financial resources for ongoing maintenance shall include an endowment with a minimum principal amount necessary to support ongoing maintenance during the life of this agreement and the subsequent extensions (“Endowment”), as determined by the Northern Cincinnati Foundation, to be managed by a separate agreement between Township, MetroParks, and SCMA (the “Parties), to be held in a dedicated fund at the Northern Cincinnati Foundation or another foundation as agreed by the Parties, the interest of which can be drawn upon by Township or MetroParks as reimbursement for expenses incurred for Memorial-related maintenance and repair. The fund agreement shall provide that the fund principal may also be used to reimburse the Township or MetroParks for expenses incurred for Memorial-related maintenance and repair, but the fund principal shall not be reduced without written approval signed by the Parties.

Township shall have the right to conduct such programs and activities in the Memorial Area as Township deems appropriate.

Township shall have the responsibility to manage and pay for all design and construction activities that occur within the Leased Premises.

Township shall, at no cost, expense, or obligation of MetroParks, be responsible for ongoing operation, management, capital improvements, and maintenance of the Leased Premises and

Memorial Area, excluding responsibilities assigned to MetroParks under Section 6 of this agreement, so long as this Lease remains in full force and effect. The Endowment shall pay to Township for all costs and expenses incurred by Township for the ongoing operation, management, capital improvements, and maintenance of the Leased Premises and Memorial Area except for ordinary and standard labor costs.

Township shall cause the Pavilion Driveway/Parking to be constructed concurrently with construction of the USS Cincinnati Pavilion, and Shared Driveway/Entrance.

During its construction of the Memorial Area, Township shall coordinate all construction activities with MetroParks and shall make reasonable accommodations so as not to interfere with events located on MetroParks Property.

Township shall obtain approval of design plans and specifications for all construction activities that occur within the Leased Premises from MetroParks, whose approval shall not be unreasonably withheld, prior to construction.

Township shall conduct all work (a) in accordance with all applicable laws, rules, and regulations; (b) in a lien-free manner; and (c) in such a manner as to not interfere with MetroParks' use of the MetroParks Property outside the Memorial Area.

If the Butler County Engineer's Office constructs an intersection connecting Tylersville Road to the Shared Driveway/Entrance, Township shall cooperate as required by Butler County Engineer's Office to facilitate such connection.

Township shall restore, or cause to be restored, all temporarily disturbed areas surrounding the Memorial to the reasonable satisfaction of MetroParks.

All permanent improvements made to the Memorial Area on the MetroParks Property shall remain a part of the MetroParks Property upon termination of this Lease and become the property of MetroParks except Township shall remove the USS Cincinnati Pavilion, and any part thereof, at Township's expense pursuant to Section 11 of the Lease.

SECTION 6: METROPARKS RIGHTS AND RESPONSIBILITIES

MetroParks shall retain all rights to use MetroParks Property not otherwise granted to Township through this Lease, provided that the exercise of those rights does not unduly interfere with access to, or operation of, the Memorial.

MetroParks shall, at no cost, expense, or obligation to Township, patrol and enforce MetroParks rules and regulations at the Memorial.

MetroParks or its contractors shall, at no cost, expense, or obligation to Township, provide routine grounds maintenance services at the Memorial, including mowing the grass, maintaining landscaping and the tree grove, emptying trash receptacles, cleaning restrooms, and plowing snow on Shared Driveway/Entrance and Pavilion Driveway/Parking. The Endowment shall pay to MetroParks for all costs and expenses incurred by MetroParks for the ground's maintenance services except for ordinary and standard labor costs. MetroParks shall notify Township of vandalism or other damage to the Memorial discovered by MetroParks.

MetroParks shall allow the public to access the Memorial and Museum Property via the Shared Driveway/Entrance.

MetroParks shall permit Township or its contractors to use portions of MetroParks Property as needed for access and temporary staging for Memorial construction, subject to such restrictions as may be reasonably determined by MetroParks.

MetroParks shall cooperate with Township in the granting of such property interests as may be necessary to provide utility services to the Memorial, subject to approval of National Park Service (NPS) per deed restrictions on the MetroParks Property through the Federal Lands to Parks Program (FLPP).

MetroParks shall cooperate to cause the Shared Driveway/Entrance to be constructed concurrently with construction of the USS Cincinnati Pavilion, and Pavilion Driveway/Parking. MetroParks shall seek grants for the Shared Driveway/Entrance but shall not be responsible for the costs and expenses for the Shared Driveway/Entrance beyond any grants obtained by MetroParks.

During its construction of the Shared Driveway/Entrance, MetroParks shall coordinate all construction activities with Township and shall make reasonable accommodations so as not to interfere with events located on Township Property.

If the Butler County Engineer's Office constructs an intersection connecting Tylersville Road to the Shared Driveway/Entrance, MetroParks shall cooperate as required by Butler County Engineer's Office to facilitate such connection.

SECTION 7: INSURANCE.

Township and any contractors engaged by Township shall carry and maintain, at its sole cost and expense, commercial general liability insurance covering claims arising out of its use of the Leased Premises with limits of at least One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate. Design professionals engaged by Township for the project shall be required to carry professional liability insurance with minimum limits of \$1,000,000.00 per claim/aggregate. MetroParks shall be named as an additional insured on all such insurance policies.

SECTION 8: REPRESENTATIONS OF METROPARKS.

As an inducement for Township to enter and sign this Lease, MetroParks represents and warrants to Township that as of the date of this Lease:

1. MetroParks owns good, marketable, and insurable fee simple title to the Leased Premises.
2. Subject to any required approvals or consents of the NPS per deed restrictions on the MetroParks Property through the FLPP, MetroParks has the power and authority to execute and deliver this Lease and to complete all of the transactions contemplated by the terms of this Lease. This Lease is the legal, valid and binding obligation of MetroParks, enforceable against MetroParks in accordance with its terms.
3. This Lease does not violate the terms of any mortgage, deed restriction, or agreement that is binding on MetroParks or the Leased Premises.
4. To the best of MetroParks' knowledge, there is no pending or threatened claim, litigation, condemnation, administrative action or other legal proceeding related to the Leased Premises.

5. MetroParks shall not place or permit the placement of any obstruction which may interfere with the exercise of the rights granted herein to Township.

SECTION 9: DISPUTES

In the event either party deems the other to have violated the terms of this Lease, the party alleging default (Alleging Party) shall provide written notification to the party allegedly in default (Defaulting Party). Such notification shall specify a period of not less than sixty (60) days (Cure Period) during which the Defaulting Party shall have the opportunity to cure the alleged default, unless the default presents an immediate material impact to the Alleging Party's use of its property, in which case the Defaulting Party shall promptly work to resolve the default. If the Defaulting Party fails to cure the alleged default within the Cure Period, the Alleging Party may submit a claim to a court of competent jurisdiction for injunctive or monetary relief.

SECTION 10: APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. The parties hereby submit to the exclusive jurisdiction of the Butler County Court of Common Pleas, and expressly waive all rights of removal to any United States District Court. The Court of Common Pleas for Butler County, Ohio, shall be the sole and exclusive venue for any action brought to enforce any provision of this Agreement.

SECTION 11: TERMINATION

This Lease may be terminated prior to the beginning of Memorial construction by either of the Parties upon 30 days' prior written notice to the other, at which time all obligations under the Lease will cease and each party shall be responsible for its own costs incurred hereunder.

If either of the conditions stated in paragraphs 1 and 2 below are met or in the event that Township shall violate any covenant made by it in this Lease and shall fail to comply with said covenant within thirty (30) days, or as otherwise agreed to in writing, after being given written notification of said violation by MetroParks, MetroParks may, at MetroParks' option, terminate this Lease upon notice to the Township. In the event MetroParks terminates this Lease, all obligations under the Lease will cease, except for obligations under this Lease specifically intended to survive termination of this Lease, and each party shall be responsible for its own costs incurred hereunder. If this Lease is terminated and upon written notification from MetroParks, Township shall, at no cost, expense, or obligation to MetroParks, remove the USS Cincinnati Pavilion, and any part thereof, and Township shall restore such area to the reasonable satisfaction of MetroParks at Township's own expense within one (1) year of receiving said notification, and MetroParks shall assume ownership and maintenance of Memorial Area.

1. Memorial construction is not completed within three (3) years of the effective date of this Lease, unless such timeframe is mutually extended in writing by both Parties; or,
2. The Memorial ceases to be maintained by Township for a minimum of one (1) year.

SECTION 12: ASSIGNMENT

Township may assign or sublease all or part of its rights or obligations under this Lease to the SCMA, or a successor organization only with the prior written consent of the Executive Director of MetroParks or his/her designee, provided that nothing herein shall release or relieve the Township of its primary obligation to comply with all of the terms, obligations, and conditions of this Lease.

The rights and obligations contained herein shall be binding upon Township, MetroParks, and their successors or assignees.

IN WITNESS WHEREOF, the parties have set their hands on the date first written herein.

West Chester Township Board of Trustees,
West Chester Township, Butler County,
Ohio

Board of Park Commissioners of MetroParks
of Butler County, Ohio

Resolution No. _____

Resolution No. 10.24

Date: _____

Date: 4.18.24

Signed: _____

Signed: 

Typed: Larry D. Burks

Typed: Jacqueline O'Connell

Title: Township Administrator

Title: Executive Director

West Chester Property

MetroParks Property

Leased Property

Cincinnati Pavilion

Pavilion Driveway/Parking

Ancilla Amenities

Shared Driveway/Entrance

Access to Tylersville Rd. E. Drive

Museum Driveway

PRELIMINARY
NOT FOR CONSTRUCTION
4/17/23
this sheet printed
8/22/23

SCALE IN FEET
0 25 50 100 150

 0811.org
CALL YOUR CITY OR COUNTY
811 OR 1-800-362-2764
FOR MORE INFO
CALL TWO WEEKS BEFORE WORK

SITE PLAN
SCALE: 1" = 50'-0"

EXHIBITA

Lease a Portion of Voice of America MetroPark to West Chester Township for
USS Cincinnati Cold War Memorial and Peace Pavilion

Resolution No. 10.24

WHEREAS, the mission of MetroParks of Butler County is to provide an exceptional park system that maximizes the community's quality of life through conservation, education and recreation; and

WHEREAS, MetroParks owns land in West Chester Township which is used as a public park known as Voice of America MetroPark;

WHEREAS, West Chester Township and MetroParks are collaborating to establish the USS Cincinnati Cold War Memorial and Peace Pavilion and ancillary facilities ("Memorial") on MetroParks Property and adjacent to Township Property;

WHEREAS, West Chester Township desires to partner with the Submarine Cincinnati Memorial Association, a 501(c)(3) nonprofit organization, to construct, maintain, and manage the Memorial on MetroParks Property.

WHEREAS, MetroParks pledges to grant a lease of the property interests necessary for Township to construct, maintain, and manage the Memorial.

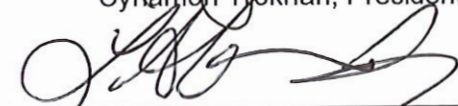
NOW, THEREFORE, BE IT RESOLVED that the Board of Park Commissioners of MetroParks of Butler County agrees to approve lease and maintenance agreements with West Chester Township necessary to make the USS Cincinnati Cold War Memorial and Peace Pavilion a reality.

THIS RESOLUTION approved and adopted by the Board of Park Commissioners, MetroParks of Butler County, this 18th day of April 2024, and is effective May 1, 2024.

The Board of Park Commissioners, MetroParks of Butler County




Cynamon Trokhan, President



Larry Gersbach, Vice President



Daryl Nelson, Member

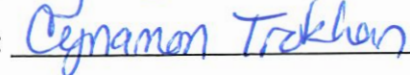
Attest: 

Jacqueline A. O'Connell,
Executive Director/Secretary of the Board

BY: 

AYES: 2

NAYS: 0

SECOND: 

West Chester Property

MetroParks Property

Leased Property

Cincinnati Pavilion

US
CINCINNATI
LOCATED ON
METROPARKS
PROPERTY

Pavilion Driveway/Parking

Ancilla Amenities

Shared Driveway/Entrance

Access to Tylersville Rd. E. Drive

PRELIMINARY
NOT FOR CONSTRUCTION
4/17/23
this sheet printed
8/22/23



AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 9, 2024 | Business Item |
| Submitted By: | |
| Dennis Dick, Director of Communications and Information Technology | |

Motion:
 Motion to approve contract between West Chester Township Board of Trustees and Locutions Systems, Inc. for purchase and installation of Automated Voice Dispatch Systems not to exceed \$159,393.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract (CIP 1887)

Background:
 West Chester Fire and Communications departments have been evaluating and seeking improved efficiency and reduction of time-to-dispatch for fire department units to emergency calls for service. Requesting approval to purchase solution from Locution Systems to enhance fire dispatch functionality while reducing the time to notify the Fire Department of emergency incidents.

West Chester Communications meets or exceeds time constraint benchmarks defined by Ohio Revised Code however, does not consistently meet time constraints recommended by the National Fire Protection Association. Purchase of this software and hardware, in addition to the interface with the current Public Safety Software (CAD), will provide for significant reduction in the time it takes for Fire Units to be notified/dispatched to a call for service.

Once a call for service is assigned to a fire unit, this solution will automatically activate necessary notification tones via radio, and provide a computerized "human similar" voice dispatch of units. Benefits to the system included but not limited to, are:

- Elimination of manual tone and voice activation by communications staff, reducing time-to-dispatch.
- Consistent voice quality and clarity.
- Defined order of information provided to responding fire units.
- Automatic queuing of multiple calls for service with immediate sequential dispatching.

This system is utilized by multiple agencies surrounding West Chester and across the nation and has proven effective and beneficial to operations. There is one other vendor providing similar functionality that was investigated but found to have similar cost with less options, and very limited examples of successful deployment to evaluate.

If sought by West Chester Fire Department, this system also allows for future integration with fire station alerting controls that include but are not limited to: LED Run Boards, room-by-room alert configurations, sound ramping and controls, internal/external speakers, lighting controls, appliance controls, etc.

| | | | | |
|----------------|------------------------|----------|---------------------------|---------------|
| Finance | Budgeted Item: | Yes; CIP | | |
| | CIP #: | 1887 | | |
| | TIF Info: | | | |
| | Purchase Order: | 24001181 | Total Encumbrance: | \$ 159,393.00 |

LOCUTION SYSTEMS, INC.
1626 Cole Blvd, Suite 250
GOLDEN, COLORADO 80401
(303) 301-7300

**AGREEMENT FOR THE SALE OF THE PRIMEALERT® SYSTEM TERMS AND
CONDITIONS
FOR SALE OF PRODUCTS AND LICENSE OF COMPUTER SOFTWARE**

Agreement No: WEST-20240403

THIS AGREEMENT (the “Agreement”) is made as of _____, 2024 by and between:

Locution Systems, Inc.
1626 Cole Blvd, Suite 250
GOLDEN, CO 80401
(herein “LOCUTION”)

AND

West Chester Township, OH
9121 Cincinnati Dayton Road
West Chester, OH 40569
(herein “Buyer”)

Locution and Customer have agreed to enter into this Agreement providing, among other things, for the sale to Customer of the product, consisting of computer software, computer hardware, and audio database, as set out in Exhibit B – Price List and the grant to Customer of a license to use Locution’s computer software, computer hardware, and audio database so long as Customer owns the product in exchange for the payment of the price set forth below, all in accordance with this Agreement, including the following exhibits attached hereto which form a part of this Agreement:

- Exhibit A – Statement of Work
- Exhibit B – Price List;
- Exhibit C – Terms and Conditions;
- Exhibit D – Software License;
- Exhibit E – Milestone Payment Terms

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TOTAL PRICE: \$159,393.00 _____

ORIGINAL INSTALLATION SITE: West Chester, OH _____

Exhibit A

The PrimeAlert[®] System for Fire and EMS Radio Dispatching

Statement of Work

Includes Proposed Systems

For West Chester, OH

April 3, 2024



1626 Cole Blvd., Suite 250
Golden, CO 80401
(303) 301-7300

www.locution.com

TABLE OF CONTENTS

| | |
|--|-----------|
| 1.1 OVERVIEW | 4 |
| 1.2 THE <i>PRIMEALERT</i>®<i>PTT RADIO</i>® SYSTEM..... | 4 |
| 1.2.1 System Configuration | 5 |
| 1.2.2 Push To Talk (PTT) Components..... | 5 |
| 1.2.2.1 PTT PC | 5 |
| 1.2.2.2 Control Panel | 5 |
| 1.2.3 Communication Center Components | 5 |
| 1.2.4 PrimeAlert® SYSTEM FUNCTIONS..... | 6 |
| 1.2.6 PrimeAlert® Integration with CAD..... | 6 |
| 1.3 AUDIO NOTIFICATION | 6 |
| 1.3.1 Message Components | 6 |
| 1.3.1.1 Audio Database and Alert Tones | 7 |
| 1.3.1.2 Vehicle/Incident Announcements..... | 7 |
| 1.3.1.3 Designations of Apparatus..... | 7 |
| 1.3.1.4 Standard Incident/Problem Type | 7 |
| 1.3.1.5 Street Address Location..... | 7 |
| 1.3.1.6 Cross Streets | 8 |
| 1.3.1.7 Other Directional Tags | 8 |
| 1.3.1.8 Apartment Numbers..... | 8 |
| 1.3.1.9 Floor Numbers | 8 |
| 1.3.1.10 Business or Common Place Name | 8 |
| 1.3.1.11 Building Type | 8 |
| 1.3.1.12 Unrecognized Address Default Message | 9 |
| 1.3.1.13 Unrecognized Apparatus Default Message..... | 9 |
| 1.3.1.14 Unrecognized Incident Type Default Message..... | 9 |
| 1.3.1.15 Abort Message | 9 |
| 1.3.2 Order of Message Information | 9 |
| 1.3.3 Specific Articulations..... | 10 |
| 1.3.3.1 Street Address Numbers | 11 |
| 1.3.3.2 Apartment Numbers..... | 11 |
| 1.3.3.3 Floor Numbers | 11 |
| 1.3.3.4 Apparatus Designators..... | 12 |
| 1.3.3.5 Street Name Pronunciations..... | 12 |
| 1.3.4 Standard Notification Announcements..... | 12 |
| 1.4 SYSTEM MONITORING | 13 |

| | |
|--|-----------|
| 1.5 LOCUTION AS BACK-UP CAD OPERATION..... | 13 |
| 2.0 SYSTEM IMPLEMENTATION..... | 13 |
| 2.0.1 Create Audio Database..... | 13 |
| 2.0.2 Resolve System Faults | 14 |
| 2.0.3 Install system and conduct final integration testing | 14 |
| 2.0.4 User Orientation and Training..... | 14 |
| 2.1 SYSTEM DOCUMENTATION..... | 14 |
| 2.2 PROJECT SCHEDULE..... | 15 |
| APPENDIX A – CUSTOMER RESPONSIBILITIES..... | 16 |
| APPENDIX B – LOCUTION RESPONSIBILITIES..... | 17 |
| APPENDIX C – CUSTOMIZATION..... | 18 |
| APPENDIX D – ACCEPTANCE TEST PLAN..... | 19 |

PrimeAlert® PTT Radio

SYSTEM FOR FIRE/EMS DISPATCHING and STATION ALERTING

Locution Systems will supply an automated alerting system as described in this Statement of Work for West Chester Township. This Statement of Work provides a description of the PrimeAlert® PTT Radio system functions, capabilities and a scope of work for system implementation. The purpose of this document is to describe the PrimeAlert® PTT Radio dispatching/Station alerting system which will be delivered to West Chester Township and the associated implementation tasks. Costs for implementation of the PrimeAlert® PTT Radio system are specified in the Price List provided as Exhibit B.

1.1 Overview

The PrimeAlert® PTT Radio system software residing on the Locution Server located at the central dispatch center in West Chester, will translate a formatted textual command string provided by the West Chester's Central Square/Zuercher CAD System into alert tones and a natural voice dispatch announcement and then broadcast the announcement over West Chester's Motorola MCC7500 radio system utilizing a Push to Talk interface. The Locution Push to Talk system ties into a radio base station located at the central dispatch center and controls it by keying and dekeying the radio for each dispatch. The Push to Talk system monitors either a system busy output either as a voltage (+12V or +24V) or a dry contact to determine whether or not dispatch. It will hold off dispatch until the channel/talk-group is ready. A radio base will be required for each channel to be dispatched.

The system software will also automatically send the command string, translated into alert tones and a natural voice dispatch by Locution's PTT PC, to the Township's fire stations where the dispatch is played over the existing 5 station's P.A. amplifier/loud-speaker system. The translation takes place in a PC (no display, keyboard, mouse used). West Chester has an option of selecting one of the Locution provided alert tones or provide a tone to Locution for use. The alert tone(s) shall be soft start (heart-saving) unless the Township specifies otherwise.

Locution's interface to the CAD is included in this project. Locution will supply an API to West Chester for the CAD interface which will define the announcement information that will be announced over the station P.A. system. It is West Chester's responsibility to coordinate with their CAD vendor for the CAD side or the interface.

1.2 THE PrimeAlert® PTT Radio SYSTEM

The PrimeAlert® PTT Radio system is comprised of executable software which controls the alerting and announcement process, and a specific voice file database of CAD incident and location data (audio database). The central audio database is kept on the communications center Locution server which can then be synchronized to the audio database residing in the PTT Control Panel. The

following subsections describe specific PrimeAlert® PTT Radio system functions, announcement content and format, and associated requirements.

1.2.1 System Configuration

The hardware required for the PrimeAlert® portion of the system will consist of Locution's PTT Control Panel and a dedicated PC (no display, keyboard, mouse required). Hardware at the communications center consists of the server where the Locution software resides (hereafter referred to as the Locution server) and hardware to interface between the server and the PTT Control Panel. Locution provides the server and PC, but West Chester will need to provide static IPs or a permanent reservation for the IPs to be used by Locution's server and PTT PC.

The dispatcher enters the information into the existing CAD console to provide a data string to the Locution server which interprets the data to the Locution data string then sends to the PTT PC for a complete human voice dispatch. The PrimeAlert® applicable on the PTT PC will interface via a TCP/IP network connection provided by West Chester to receive incident data from the Locution Server.

1.2.2 PTT Components

The system described below provides a full audio control (both tone and vocal message) system for all stations.

1.2.2.1 PTT PC

One dedicated small form factor PC will be provided by Locution.

This PC will run with no mouse, keyboard, or display. The PC's NIC connection will be used to tie into West Chester's TCP/IP network and its serial connection will be used to tie into the Relay Unit. The PrimeAlert® application running on-board has functionality to be updated over the network to minimize any maintenance issues. This PC must have network access to the Locution server.

1.2.2.2 Control Panel

One control panel will be provided by Locution for West Chester's 800 MHz channel to dispatch the existing West Chester stations. The control panel includes a system power, 8 control relays, wire management, 120V surge-protection and isolation with a locked front panel door access.

The PTT Control panel provided by Locution is 16"x 20" x 6.6".

1.2.3 Communication Center Components

Locution Server and PTT PC

One hi-reliability server and one PTT Control Panel with a PC will be provided by Locution to reside at the West Chester communications center. The server will exchange information with West Chester's existing CAD and with Locution's PTT PC using West Chester's IP network.

1.2.4 PrimeAlert® SYSTEM FUNCTIONS

The PrimeAlert® system software will be interfaced with CAD System. Via interface, the PrimeAlert® system will receive CAD dispatch commands and then automatically generate alert tones for all stations. The PrimeAlert® hardware and software installed will then send audio output to station speaker systems using the existing radio system. The Prime Alert® Administrator allows for oversight of the system dispatches. The following sections describe PrimeAlert® functional integration with CAD, and dispatcher activation of the PrimeAlert® system.

1.2.5 PrimeAlert® Integration with CAD

The PrimeAlert® PC-PTT will be connected to the Locution server via West Chester's TCP/IP network. The Locution Server will be connected to the CAD Server also by a TCP/IP connection. When commanded by the CAD system, the PrimeAlert® PTT PC will then generate a corresponding alert tone followed by a complete dispatch announcement to the fire station speaker through the existing West Chester PA system.

The PrimeAlert® system will provide information back to the CAD system relating to the status of each alert or announcement message.

Dispatcher Activation of PrimeAlert®

No actions other than normal operation of the CAD system will be required to activate the PrimeAlert® dispatch tones and full dispatch announcement. The system is designed to automatically generate alert tones once the dispatcher has verified the event and assignment information and issued the appropriate commands from CAD to assign units.

After a dispatcher processes an incident through CAD, the PrimeAlert® system automatically performs the following tasks within milliseconds of receipt of CAD data:

- Formulate alert tone and dispatch audio announcement for each incident received from CAD
- Open fire station speaker/activate relays
- Initiate alert tones
- Vocalize all pertinent dispatch information
- Release fire station speaker

1.3 Audio Notification

PrimeAlert® will receive data from CAD and generate an audio dispatch alert over the existing station speaker(s) and portable radios using the existing radio system.

1.3.1 Message Components

The following are the message components supported by the PrimeAlert® system.

1.3.1.1 Audio Database and Alert Tones

West Chester will coordinate for completing an audio database that will be updated to accommodate the added dispatch locations. West Chester has the option of selecting one of the Locution-provided alert tones or may provide one of its own for incorporation into Locution's audio database.

1.3.1.2 Vehicle / Incident Announcement

Following the alert tone, a full vocal audio dispatch announcement will take place. The components available to the dispatch message follow.

1.3.1.3 Designations of Apparatus

This portion of the vocal message will be the complete unit assignment by apparatus name and number, e.g. engine 18, truck 22, hazmat 14, etc. The announcement will include the total assignment of all apparatus targeted to respond.

1.3.1.4 Standard Incident/Problem Type

This portion of the vocal message provides a standard description of the incident such as, "abdominal pain" or "vehicle fire" and will include any recognized incident codes that are required to be announced as well. A list of standard incident descriptions and/or nature codes will be provided by West Chester during system design. Incident descriptions and/or nature codes may be added as needed or periodically along with other scheduled system upgrades, such as the addition of street names to the system database.

1.3.1.5 Street Address Location

The incident location component of the announcement includes the street address number, cardinal point direction, street name, and street type. Street address numbers will be articulated as described in the Street Address Number section. New street names will be added to the address database periodically (frequency of these additions will be determined by West Chester). All street names including limited access street names, such as "Interstate 25", will be included in the database.

Exact street names and all aliases or abbreviations for each street name provided by West Chester to Locution during database development will be recognized. For example, if a street name such as JOHN F KENNEDY EXPRESSWAY has the syntactic aliases, KENNEDY EXPY, JFK, and KENNEDY, all four representations of the single street name will be recognized and announced one way, e.g. "Kennedy Expressway." This applies in all data fields where street names are used, e.g. intersections and cross streets.

When the location of an incident is given as an intersection of recognized street names, the PrimeAlert® system will announce the intersection. For example, a location entry such as HARBOR / MAIN would be announced as, "Harbor and Main." Precise announcement syntax can be specified by West Chester.

1.3.1.6 Cross Streets

When cross street information is provided in a standard format, PrimeAlert® can announce the cross street(s) as part of the incident location. An incident location announcement which includes a cross street would be announced as, “122 West Elm, cross of Baker.”

1.3.1.7 Other Directional Tags

General Cardinal point directions (i.e. north, south, etc.) are announced when passed from CAD to the PrimeAlert® system as part of the street address location of an incident. Additionally, specific directional tags such as “inbound” for freeways and tags such as “north of” for intersection locations can be announced. Standard locational information such as “Exit ramp” can also be included in the announcement. Aliases for directions, e.g. AVE versus AV can be recognized and announced in a consistent manner.

1.3.1.8 Apartment Numbers

When the CAD system recognizes and passes apartment numbers to the PrimeAlert® system they will be announced as part of the incident location, as long as they are in a consistent location within the CAD message. Any combination of numbers and letters will be announced, up to five characters. Apartment numbers will be articulated as described in section in Apartment Number section.

1.3.1.9 Floor Numbers

When the CAD system passes building floor numbers to the PrimeAlert® system they will be announced as part of the incident location, as long as they are in a consistent location within the CAD message. The system has the capability of announcing floor numbers up to five digits in length. Floor numbers will be articulated as described in the section in Floor Number section.

1.3.1.10 Business or Common Place Name

When the CAD system recognizes a business or common place name it will be included in the dispatch announcement as long as they are in a consistent location within the CAD message. Additionally, if no street address is provided for an incident location, the PrimeAlert® system can use recognized business or common place names by default for the location portion of the announcement. Locution initially will record up to 7000 common place names. Locution recommends for departments with greater than 7000 common place names, that an algorithm be used to minimize the database to create major name common places, hospitals, churches, schools, etc. Locution optionally, can update pricing to provide any number of additional common place names.

1.3.1.11 Building Type

If building types such as “townhouse” are a standard part of dispatch announcements (e.g., via ANI/ALI data), the PrimeAlert® system will include it as part of the announcement. Building type lists can be very specific, making items such as “outside phone booth” or “elevator” possible.

1.3.1.12 Unrecognized Address Default Message

When a street name is new or not recognized by the PrimeAlert® database the system will substitute a default announcement for the unrecognized portion of the message. A message such as, "Refer to CAD terminal for address" or, "Refer to MDC for address" is substituted for the address portion of the automated announcement.

1.3.1.13 Unrecognized Apparatus Default Message

When an apparatus type is new or not recognized by the PrimeAlert® database the system will substitute a default announcement for the unrecognized portion of the message. A message such as, "Refer to CAD terminal for assignment" or, "Refer to MDC for units" is substituted for the apparatus assignment portion of the automated announcement.

The unrecognized apparatus message will be announced only if a completely unique apparatus type designation occurs, i.e. an existing apparatus type such as Engine with a new unit number will automatically be recognized by PrimeAlert® because the system database concatenates all numbers separately from non-numeric items. For example, if the apparatus type "Battalion Chief" and its associated code(s) or abbreviation(s) – such as "BC" or "B" - are already recognized by the PrimeAlert® database, any unit number up to five digits can be announced with the apparatus type "Battalion Chief". Thus, a new Battalion Chief with a designation of "BC18" will be recognized and announced as, "Battalion Chief Eighteen".

The PrimeAlert® software assumes that CAD will send only approved apparatus as part of the incident data for the dispatch announcement. If the CAD system allows dispatchers to "force" new apparatus types as part of the dispatch announcement data, then the PrimeAlert® system will only recognize existing apparatus types followed by any number up to five digits.

1.3.1.14 Unrecognized Incident Type Default Message

When an incident type is new or not recognized by the PrimeAlert® database the system will substitute a default announcement for the unrecognized portion of the message. A message such as, "Refer to CAD terminal for incident" or, "Refer to MDC for incident" is announced with all other incident data.

1.3.1.15 Abort Message

As part of normal incident processing, PrimeAlert® announcements will only occur if a Dispatcher releases an incident for dispatch. In the event that a Dispatcher decides to abort an incident after it has been dispatched, Dispatchers will have the capability to abort a PrimeAlert® announcement. The abort command can be performed by any Dispatcher and will automatically initiate an announcement indicating that the current or most recent PrimeAlert® announcement has been rescinded. Announcement content can include specific incident data to ensure that the correct incident response is canceled.

1.3.2 Order of Message Information

The announcement format or the order in which the above announcement components are given in
West Chester, OH 20240403

Location Systems, Inc.

the vocal dispatch will be consistent for all dispatch announcements. The PrimeAlert® system software receives and interprets CAD incident data and arranges the corresponding voice files in the proper order.

This order should be specified by West Chester during system design. Note the ordering can be changed at any time within the PrimeAlert® Server software. A sample of how dispatch announcement components can be ordered is as follows:

- Alert tones <tone><tone>
- Responding apparatus <A9>
- Incident description <DIFF BREATHING>
- Location/address information <8956 S MANISTEE AV>
- Apartment number <200A>
- Floor number <2>
- Building type <TNHSE>
- Repeat (occurs by default)

PrimeAlert® receives incident data from CAD in a format similar to the items delimited above. The PrimeAlert® software sorts this data into the proper format and outputs a corresponding dispatch announcement for broadcast to all targeted units:

(<tone><tone>) “ Ambulance nine, difficulty breathing. Eighty nine fifty six South Manistee Avenue, apartment two hundred A, floor two. Townhouse. Repeat, ambulance nine, difficulty breathing. Eight nine five six South Manistee Avenue, apartment two hundred A, floor two. Townhouse.”

In the sample announcement above, the incident data is repeated without the alert tones. Additionally, street address numbers are repeated as individual digits for clarity. The amount of incident data repeated (if any) and the articulation of street numbers can be specified by West Chester.

1.3.3 Specific Articulations

Announcement components requiring specific types of articulations for this implementation of the PrimeAlert® system will be specified by West Chester during the implementation process from a pre-defined list of formats. Unless otherwise specified, default announcement formats for numbers will be provided. Number announcement formats are subdivided according to the announcement component in which they are used. The following sections provide a description of the default number announcements for each announcement component.

1.3.3.1 Street Address Numbers

Street address numbers in the incident location can be concatenated or articulated individually to provide maximum clarity in the vocal announcement. Specific tables of default number articulation will be provided during database development for West Chester’s approval or modification. By default, address numbers will be articulated as indicated in Sample Sets #1 and #2 below:

Sample Number Set #1:

Address numbers in the initial portion of the dispatch announcement and numbers in all other categories, e.g. apparatus designations, will be announced in a specific pattern as follows:

652 E ALAMEDA BLVD = “six fifty-two east Alameda boulevard”
2674 NW PALMER AVE = “twenty-six seventy-four northwest Palmer avenue”
14355 S ST CECILIA ST = “one-forty-three fifty-five south Saint Cecilia street”

Sample Number Set #2:

In the repeated portion of the dispatch announcement, only street address numbers are articulated as individual digits:

652 E ALAMEDA BLVD = “six five two east Alameda boulevard”
2674 NW PALMER AVE = “two six seven four northwest Palmer avenue”
14355 S ST CECILIA ST = “one four three five five south Saint Cecilia street”

1.3.3.2 Apartment Numbers

Like street numbers, apartment numbers in the incident location can be concatenated or pronounced as individual digits and letters. When apartment number data is sent from CAD to PrimeAlert®, the PrimeAlert® announcement can include the word “number” or “apartment”:

Sample Number Set #3

By default, apartment numbers will be announced as follows:

#200A = “number two hundred A”
#301 = “number three oh one”

Sample Number Set #4

Optionally, apartment numbers can be announced as individual digits:

#200A = “apartment two zero zero A”
#301 = “apartment three zero one”

The following choices are also offered for apartment announcement syntax:

#200A = “number two zero zero A”

or,

#301 = “apartment three oh one”

1.3.3.3 Floor Numbers

If the CAD system includes a floor number as part of the incident location data, the PrimeAlert® system will include floor numbers in the dispatch announcement. Floor numbers will be articulated by default as individual digits. The floor number will be preceded by the word “floor” as follows:

#4 = “floor three”
#11 = “floor eleven”

Alternatively, West Chester can request an ordinal articulation for a slightly higher cost (Locution will provide price sheet at time of request). This articulation will use an ordinal number followed by the word “floor” as follows:

#4 = “fourth floor”
#11 “eleventh floor”

1.3.3.4 Apparatus Designators

PrimeAlert® will receive CAD designations of apparatus assigned to respond to each incident. These designations will be matched to the appropriate PrimeAlert® voice files. Examples of pronunciation of numbers associated with apparatus type identifiers are as follows (these abbreviations are generic examples only; West Chester can specify abbreviations of apparatus for the PrimeAlert® system):

E5 = “engine five”
T13 = “truck thirteen”
HAZ25 = “hazmat twenty-five”
AT101 = “aerial tower one-oh-one”
R146 = “rescue one forty-six”

Alternatively, apparatus numbers can be articulated as individual digits:

T118 = “truck one eight”

1.3.3.5 Street Name Pronunciations

All street name voice files will be recorded from a list provided by West Chester. (*Note: street names provided should match those in the CAD system audio database.*) The pronunciations of specific street names may not be obvious from the spelling of the street name. To ensure that correct pronunciations will be recorded, Locution will review the audio database and generate an alphabetized list of all street names with potentially anomalous pronunciations.

Locution will then work with West Chester to obtain the correct pronunciation of all items on this list. Other potentially anomalous items such as business names or incident descriptions will also be identified by Locution and verified by West Chester for pronunciation in this manner.

1.3.4 Standard Notification Announcements

In addition to the test message, the PrimeAlert® Administrator product will allow up to twenty-five additional standardized announcements which can be included in the PrimeAlert® Audio Database. These messages can be up to one minute in duration each. Examples of possible types of notification announcements are as follows:

- When an alarm is escalated to a higher level, a message can be sent to all personnel. The PrimeAlert® software will provide an alert message consisting of a notification tone followed by the escalated incident type, followed by the location of the incident.
- When the alarm is struck out or secured (declared under control) a corresponding message can be broadcast. The PrimeAlert® software will provide an alert message consisting of a tone, followed by a standard message such as, “NOTIFICATION MESSAGE, ACKNOWLEDGEMENT REQUIRED.”
- Specific announcements can be generated to call attention to printed messages on MDC screens:
 - 1) The low priority type can consist of a tone followed by a standard message such as, “ATTENTION: DEPARTMENT MESSAGE ON MDC SCREEN.”
 - 2) The high priority type can consist of a tone followed by a standard message such as, “NOTIFICATION MESSAGE ON MDC SCREEN, ACKNOWLEDGEMENT REQUIRED.”

1.4 System Monitoring

The PrimeAlert® system presents information on the Administrator relating to the system status. This information includes the data relating to whether communication is occurring between the Locution server and the PrimeAlert® application on the PC. It also monitors the health of the connection between the Locution Server and CAD server. All events are also time-tagged and logged in the system log. The system can be configured such that errors can be set to trigger pagers and/or email and can also perform an audio announcement detailing the error that occurred.

The PrimeAlert® PTT Radio system is a supervised system compatible with NFPA 1221.

1.5 Locution as Back-up CAD Operation

The PrimeAlert® system may be used as a back-up CAD per NFPA 1221 specification. This is accomplished with the PrimeAlert®-Supervisor program which is operated with a simple GUI interface. Any announcement capable of being announced by CAD is available with the back-up interface. Note, however, where all information was previously combined and chosen by CAD, the dispatcher now chooses via GUI drop-down fields.

2.0 System Implementation

Implementation of the PrimeAlert® system to meet the functional requirements described herein will consist of tasks listed in the following sections.

2.0.1 Create Audio Database

The data verification document is provided in order that Locution can get a better understanding of exactly what alert tones are to be used. Once we obtain this information, the audio tone wave files are created and become part of the existing Audio Database.

2.0.2 Resolve System Faults

Faults discovered during implementation and integration will be addressed and resolved by Locution. Resolving these faults will consist of tasks that are necessary to provide the functionality agreed to achieve contract acceptance, and do not include additional functions requested by West Chester after contract acceptance. Additional functions not in this Statement of Work may be provided by Locution under a separate Statement of Work and at a cost to be agreed to between West Chester and Locution.

A checklist of acceptance test criteria for this Statement of Work is included in:

APPENDIX D - ACCEPTANCE TEST PLAN

2.0.3 Install system and conduct final integration testing

Locution will be responsible for project management and installation oversight of the proposed system to be used by West Chester. The Customer will be responsible for the overall installation of the system. Any assistance provided by Locution that is not specified in the Price List will result in a charge based on the fees outlined in the Price List or agreed to with an addendum to this contract.

2.0.4 User Orientation and Training

Operation and Technical training using Webex is included with this project. West Chester will be responsible for providing a location for remote delivery of this training to the appropriate personnel.

2.1 System Documentation

During system design and implementation, Locution will provide West Chester with instructional and verification documentation. This documentation will consist of instructions to West Chester for establishing the alert tones for the Locution Audio Database.

Locution will provide an electronic sampling of alert tones in an audio (.wav or .pcm) file format via email or disk. Instructions for opening and reviewing the files on a PC will be provided.

Upon system installation, Locution will provide West Chester with complete system functional, operational, and database component documentation. This documentation will include a description of system architecture and functions, any operational or procedural issues for Dispatchers, and a comprehensive set of database tables listing all voice file items and their accompanying articulations.

With the exception of the alert tone wave files, all documentation will be provided for West Chester in hard copy, with one original of each document delivered at the time of system installation. Additionally, documentation will be provided electronically at West Chester's request. A summary of all PrimeAlert® documentation provided for this implementation is as follows:

- Data Verification Document
- Alert Tone Wave (.wav) Files

- Acceptance Test Criteria Checklist
- System Operation and Functions Document
- Announcement Components Document
- Software License Agreement

2.2 Project Schedule

A project schedule with associated tasks and milestone dates is provided in a separate section and will be finalized dependent on the contract signing date.

Appendix A – Customer Responsibilities

West Chester Will:

- Have a TCP/IP Network in place with the required throughput to support the Locution Voice Announcement System. Each Locution announcement packet consists of approximately 1000 bytes.
- Allow VPN access to the host Server for Locution to configure and/or trouble-shoot the system remotely to complete the final configuration and provide maintenance support.
- Coordinate with the CAD Vendor for the CAD side of the Locution/CAD interface and absorb any costs associated with the CAD side of the interface.
- Provide any radio interface/infrastructure hardware and configuration for backup radio tie-in to the Locution system. This includes the Motorola radio transceiver for the PTT.
- Validate that the Locution Server is in place and fully functional with network connectivity to the Locution system PTT PC.
- Coordinate and validate the Locution audio database file has all the additional names required to work with the additional locations added to the existing database.
- Validate that the existing PA system allows clear, accurate and understandable voice dispatch information at all the locations being added. Quality of the dispatches at the West Chester Communications Center is dependent on the quality of the existing PA system. Existing quality should allow for clear, concise voice announcements.
- Ensure 120V power exists within 6' of all Locution hardware
- Designate a West Chester Project Manager; this person will be the primary point of contact for Locution for the duration of the Implementation.

Appendix B – Locution Responsibilities

Locution Systems, Inc. will:

1. Update and Test West Chester Audio Database:

This will consist of reviewing existing audio alert tones for West Chester's specifications as well as creating any new audio components required for a complete dispatch audio database for West Chester.

2. Verify and Support the Locution API

Locution will verify the existing Locution API and related documentation and provide to West Chester for validating the required interface between the CAD and Locution. It is West Chester's responsibility to coordinate with the CAD vendor for any deficiencies in the existing API interface. The main purpose of the API is so that the CAD can supply required audio data that will be announced. The CAD also supplies commands to initiate other PrimeAlert® functions.

3. Software and Hardware

Deliver all Locution supplied Software and Hardware as outlined in the Price List as well as conform to the functional specifications as outlined in the body of this SOW document.

4. Configuration

Provide configuration of all Locution defined software. This includes any updates to existing PrimeAlert® Server and PrimeAlert® Administrator.

5. Installation

Locution will provide full installation using Mobilcomm.

Appendix C – Customization

No customization is presently defined.

Appendix D – Acceptance Test Plan

Locution Systems, Inc.
West Chester PrimeAlert® System Sample
Acceptance Test Plan

1. Pilot Workstation Functional Certification/Validation

1.1 Announcement Accuracy

1.1.1 This portion of the ATP will test whether the system correctly creates alert tone upon a CAD command. 100% accuracy will be required to pass this test. If incorrect alert tones are identified they will be documented and the test will continue. After the test is completed, the incorrect operation will be corrected and the test run again per the requirements above on a different data set.

1.2 Notification Clarity

1.2.1 This portion of the ATP will test whether the alert tones are audible and intelligible in a controlled environment. To perform this test West Chester may select 10 employees to listen to system announcements in the controlled environment. Personnel will be asked if they were able to understand each announcement. Eighty percent of the personnel must provide an affirmative response in order to pass this test.

1.2.2 This portion of the ATP will test whether the system announcements are audible and intelligible in the field and whether the audio signal has the appropriate power to power a station PA amplifier. The Locution audio signal going into the PA amplifier will be disconnected. An oscilloscope will be connected to the audio signal at the point immediately before the PA amplifier. It will be verified that during a normal audio announcement the un-terminated audio provides a minimum 2Vpp signal on the oscilloscope.

1.3 System Updates

This portion of the ATP will test whether the system can successfully perform an update to the PTT PC without delaying the announcement of a dispatch message for more than two seconds or an administrative message for more than five seconds. This test may be performed in a laboratory environment with the PTT PC connected directly to the CAD system. During the update process, a dispatch announcement will be sent to the PTT PC. The tester will confirm that the system initiates the dispatch notification within two seconds after receipt of the message. A second test will be performed in which an administrative message is sent to the PTT PC while an update is being processed. The tester will confirm that the administrative message is initiated within five seconds. 100% compliance is required to pass this test. If the system fails to meet the test conditions, Locution will make any necessary repairs and the test will be conducted again.

2.0 Final Acceptance

- 2.0.1 Completion of Deliverables:
- 2.0.2 Final version of application software delivered and successfully completed the Acceptance Test Plan
- 2.0.3 Final version of data files delivered
- 2.0.4 Final version of the host server file maintenance software delivered
- 2.0.5 Application License(s) agreement executed
- 2.0.6 Training completed
- 2.0.7 Documentation delivered

The ATP will be conducted and evaluated by West Chester communications center. In the event that the ATP cannot be successfully completed West Chester may request Locution to send a representative to observe a second test and to provide a plan for changes required for successful completion of the test. West Chester will provide the personnel and the test equipment necessary unless otherwise indicated.

EXHIBIT B



1626 Cole Blvd, Suite 250
Golden, CO 80401
Voice: 303-301-7300 Fax: 303-384-9014

| | | |
|---|----------------|--------------------|
| Customer : West Chester Fire (OH) | Quote ID | WEST-2308-PTT-V1.5 |
| Contact: Randall Hanifen | Document Date | 3/21/2024 |
| Email: hanifen@westchesteroh.org | Quote Expires: | 7/21/2024 |
| Phone: 513-759-7241 | | |

1.0 Notes and Assumptions

Quoted:

V1.5

Extended Quote Expiration date.

V1.4

Removed (1) Locution Console Data Interface (LCDI)
Removed all PrimeAlert IP Station Systems
Removed All First Arriving/Responder Dispatch Center and Station In-Station Mapping
Updated installation pricing from MobilComm

V1.3

Removed and provided a separate quote for all software, hardware, and audio/visual requested for all 5 stations with the exception of Responder Station and First Arriving Integration.

V1.2

Added full installation, provided by Mobilcomm

V1.1

Added:
4 EZ-Zone Stations (St 72-75)
1 MultiZone Station (St 71)
All software, hardware, and audio/visual requested for station additions
Wire needed for audio/visual additions
Eighteen (18) First Arriving Powered by Locution Integration Instances

V1.0

Over the air automated voice dispatch using PrimeAlert Radio PTT (Push to Talk).
1 PTT PrimeAlert Radio is quoted.

Use of analog tones over a digital radio network can pose a problem with audio clarity and quality of the tones. It is the responsibility of the Customer and their radio personnel to test and select tones that provide the required functionality.

Customer must provide network connectivity between the central server and PTT PCs, in order for the system to be functional.

Locution is not responsible for the quality of any existing radio system that this system is tied into. It is the Customer's responsibility to ensure this system can transmit clear audio.

Does not include Radio Hardware Infrastructure to tie Locution PrimeAlert-Radio system into. This would need to be supplied by the Customer.

Includes Central System Server.

Includes PTT-Radio PC's.

Includes Locution side of Locution/CAD interface. Customer is responsible for contracting with CAD vendor for CAD side of Locution/CAD interface.

Includes full project management.

Includes full installation by Mobilcomm.

Includes full dispatcher and technical training (WebEx).

| Part Num | Description | Qty | Unit Cost | Total |
|---|---|-----|-----------|-----------------|
| 2.0 Central System Software and Hardware | | | | |
| 2.1 Software (Standardized) | | | | |
| CSL-VOI-CH-BS | PrimeAlert Voice - Complete Human (Basic ADB) | 1 | 7,319 | 7,319 |
| CSL-ADM | PrimeAlert Administrator Software | 1 | 16,595 | 16,595 |
| CSL-DSP | PrimeAlert Dispatcher (up to 10 licenses) | 1 | 16,545 | 16,545 |
| 2.2 Software (Custom/Interfaces) | | | | |
| CSL-VOI-CH-AV | PrimeAlert Voice - Complete Human (Adv ADB) | 1 | 24,000 | 24,000 |
| CSL-CFG-SW | Software Configuration | 1 | 10,500 | 10,500 |
| CSL-CSI | Interface to CAD (Locution side of Interface). Note customer must contract CAD company to provide the CAD vendor's side of the interface. | 1 | 14,595 | 14,595 |
| 2.3 Hardware | | | | |
| CHM-SRV | High-uptime Server (Dell unless specified otherwise) | 1 | 9,995 | 9,995 |
| Subtotal (Main) | | | | \$99,549 |
| 3.0 LCDI/PTT Radio Hardware and Software | | | | |
| 3.1 Software (Standardized) | | | | |
| RSL-SLS-LC-75 | PrimeAlert Radio - Locution Console Data Interface (LCDI) Server Side - MCC7500 | 0 | 30,595 | not bid |
| RSL-SLC-LC-75 | PrimeAlert Radio - Locution Console Data Interface (LCDI) Client Side includes copy of DvServer for audio - MCC7500 | 0 | 45,895 | not bid |
| RSL-SLM-PT | PrimeAlert Radio - Push to Talk (PTT) Version (for dedicated radio dispatch channel configurations) Software License | 1 | 15,945 | 15,945 |
| 3.2 Software (Custom/Interfaces) | | | | |
| RSL-CFG-LC | PrimeAlert Radio - LCDI Software Configuration | 0 | 19,295 | not bid |
| RSL-CFG-PT | PrimeAlert Radio - PTT Software Configuration | 1 | 3,024 | 3,024 |
| RSL-ENG-PT | PrimeAlert Radio - PTT Drawings/Engineering | 1 | 2,659 | 2,659 |
| 3.3 Hardware | | | | |
| RHL-CPN32-PT | Control Panel, PTT: includes system power, 8 control relays, wire management, 120V surge-protection and isolation, with locked front panel door access. | 1 | 3,075 | 3,075 |
| RHM-PCA-PT | Station PC Assembly - PTT PC | 1 | 1,695 | 1,695 |
| RHL-RIH | Radio Interfacing Hardware | 0 | 1,295 | not bid |
| RHL-RIH-AD | Radio Interfacing Hardware | 0 | 824 | not bid |
| Subtotal (Radio) | | | | \$26,398 |

4.0 Mobile/Wireless Software and Hardware (none defined or not applic. to this Quote/Price List)

5.0 Station Software and Hardware (none defined or not applic. to this Quote/Price List)

5.1 Software (Standardized)

| | | | | |
|------------|--|----|-------|---------|
| SSL-STA | PrimeAlert Remote Client. Provides full functionality station audio dispatching | 0 | 2,895 | not bid |
| SSL-VSB-ST | PrimeAlert Remote Client add-on module for relay switching and advanced zoned audio/lighting (up to 10 devices) | 0 | 2,195 | not bid |
| SSL-VSB-SS | PrimeAlert Remote Client add-on module for relay switching and advanced zoned audio/lighting (small # devs / sttn) | 0 | 1,545 | not bid |
| SSL-RSP-SU | PrimeAlert Responder Station Display Setup | 0 | 495 | not bid |
| SSL-RSP | PrimeAlert Responder Station Display Software License (1st instance) | 5 | 295 | not bid |
| SSL-RSP-AD | PrimeAlert Responder Station Display Software License (additional instances) | 13 | 59 | not bid |

5.2 Software (Custom/Interfaces)

none defined

5.3 Hardware - Basic

| | | | | |
|-------------------------|---|---|-------|---------|
| LCPN33-EZ | Control Panel, EZ-Zone: includes system power, 12 relays, 12 optically isolated inputs, wire management, 120V surge-protection and isolation, with locked front panel door access. | 0 | 6,695 | not bid |
| LCPN33-MZ | Control Panel, Multi-zone: includes system power, multiple relays with relay backplane, isolated inputs, wire management, 120V surge-protection and isolation, with locked front panel door access. 2 chassis | 0 | 9,995 | not bid |
| MPCA | Station PC Assembly | 0 | 1,695 | not bid |
| LIAS30 | Intelligent Audio Switch: Supplies Muting of up to 3 audio channels previously connected to P.A. Amp | 0 | 795 | not bid |
| LIAS30-RO | Intelligent Audio Switch: Supplies Muting of up to 3 audio channels previously connected to P.A. Amp No envelope detection | 0 | 580 | not bid |
| RHL-RIA30 | Radio Interface Unit - Active | 0 | 949 | not bid |
| TWIR-AV | Wire required per audio/visual/switch station requirements (if applicable) | 0 | 0 | not bid |
| (Subtotal \$0) | | | | |

5.4 Hardware - Audio

| | | | | |
|-------------------------|------------------------|---|-----|---------|
| MAMP-A03 | Amplifier - Single 35W | 0 | 499 | not bid |
| TSPK-CL | Speaker - Ceiling | 0 | 99 | not bid |
| TSPK-WF | Speaker - Wall Focus | 0 | 319 | not bid |
| TAVC | Volume Control | 0 | 79 | not bid |
| (Subtotal \$0) | | | | |

| | | | | | |
|-----------------------|--|---|-------|--|---------|
| 5.4 Hardware - Visual | | | | | |
| MZTS | Station Zone Tracker (Touch Panel)** | 0 | 2,595 | | not bid |
| LNVI-DL-H | Night Vision Illuminator LED - Wall or Ceiling Mount DALI (Ramped) - Horizontal* | 0 | 249 | | not bid |
| LNVI-EZ-H | Night Vision Illuminator LED - Wall Mount - EZ-Zone - Horizontal* | 0 | 775 | | not bid |
| TMUI-FM5-AB | Multi-unit Indicator Light - Flush Mount - LED 5 position* | 0 | 925 | | not bid |
| MMUI-SM5 | Multi-Unit Indicator Light - Stacked (Straight Mount) - LED 5 position* | 0 | 931 | | not bid |

* requires SSL-VSB software module (see component allowances under SSL-VSB descrip).

** requires SSL-VSC software module (see component allowances under SSL-VSC descrip).

(Subtotal \$0)

Subtotal (Station) \$0

6.0 Integration (none defined or not applicable to this Quote/Price List)

| | | | | | |
|------------|--|----|-----|--|---------|
| SSL-DBI-SU | Station Display Setup for First Arriving | 1 | 495 | | not bid |
| SSL-DBA-3P | Locution API Fee (for 4+ F.A. licenses) | 1 | 695 | | not bid |
| TFAI | First Arriving Dashboard Integration | 18 | 479 | | not bid |

Subtotal (Integration) \$0

7.0 Services

Project Management

| | | | | | |
|-------|--------------------|---|--------|--------|--|
| PMGNT | Project Management | 1 | 13,750 | 13,750 | |
|-------|--------------------|---|--------|--------|--|

Training

| | | | | | |
|------------|--|---|-------|-------|--|
| LOCTR-OPW | PrimeAlert Dispatcher Training (WebEx) | 1 | 4,508 | 4,508 | |
| LOCTR-TECW | PrimeAlert Technical Training (WebEx) | 1 | 4,508 | 4,508 | |

Install Oversight / Conformance

| | | | | | |
|---------|---|---|---------|---------|--|
| INST-OV | Installation Oversight (Installer Assistance) | 1 | 2,200 | 2,200 | |
| CONF01 | Conformance (Zoned Systems) | 0 | not bid | not bid | |

Installation

| | | | | | |
|----------|-----------------------------------|---|-------|-------|--|
| INSTF-PT | Installation - PTT Radio and LCDI | 1 | 6,555 | 6,555 | |
|----------|-----------------------------------|---|-------|-------|--|

Travel

| | | | | | |
|-------|--------------------------|---|-------|-------|--|
| TRV01 | Travel (or Remote Costs) | 1 | 1,925 | 1,925 | |
|-------|--------------------------|---|-------|-------|--|

Subtotal (Services) \$33,446

8.0 Totals (Categorized by Software, Hardware, Services)

| | |
|---|------------------|
| Software | \$111,182 |
| Hardware | \$14,765 |
| Services (excluding any defined installation) | \$26,891 |
| SubTotal (w/o install, maint, options) | \$152,838 |
| Installation | \$6,555 |
| Subtotal | \$159,393 |
| Tax | Assumed no tax |
| Total (US Dollars) | \$159,393 |

8.1 Totals (Categorized by Area)

| | |
|---|------------------|
| SubTotal (Main) | \$99,549 |
| SubTotal (Radio/Wireless) | \$26,398 |
| SubTotal (Station) | \$0 |
| SubTotal (Integration) | \$0 |
| Services (excluding any defined installation) | \$26,891 |
| SubTotal (w/o install, maint, options) | \$152,838 |
| Installation | \$6,555 |
| Subtotal | \$159,393 |
| Tax | Assumed no tax |
| Total (US Dollars) | \$159,393 |

9.0 Support Maintenance Costs

Note: Maintenance is not included in the total price & begins after the 1 Year Warranty Period has ended. Does not include Server Hardware in Support Maintenance Costs.

| | | |
|---------|---------------------------------------|-----------------|
| MAINT01 | Includes annual maintenance for: | |
| | PrimeAlert Administrator Software | 1,991 |
| | PrimeAlert Dispatcher Software | 1,985 |
| | PrimeAlert Automated Voice Capability | 3,758 |
| | PrimeAlert Radio (All related SW) | 2,845 |
| | PrimeAlert Radio (All related HW) | 369 |
| | Interface to CAD | 1,751 |
| | Subtotal (Annual Maintenance) | \$12,699 |

9.1 Recurring Annual Costs

Note: Recurring Annual Costs are not included in the total price & begin after the 1 Year Warranty Period has ended.

| | | |
|---------|---|------------|
| RECUR01 | Includes recurring annual costs for: | |
| | PrimeAlert Responder Station | not bid |
| | Locution API Fee into First Arriving System | not bid |
| | Subtotal (Recurring Annual Costs) | \$0 |

EXHIBIT C

TERMS AND CONDITIONS

All products sold by Locution Systems, Inc. ("LOCUTION") and all software licensed by LOCUTION are sold and licensed subject to the following TERMS AND CONDITIONS.

1. Payment Terms. Customer will pay LOCUTION within 30 days following the invoice date for delivery of product which includes hardware, software and services unless payment terms are otherwise specified in a project milestone schedule. Interest on past due amounts shall accrue at the rate of 18 percent per annum until paid.

2. Risk of Loss. The Products shall be FOB Denver, Colorado and LOCUTION will assume the risk of loss until they are accepted by Customer.

3. Software License. LOCUTION grants to Customer a non-exclusive license and right to use the computer software for so long as Customer owns and uses the product. Customer will not further distribute the software without the prior consent of LOCUTION. Customer will not attempt to create the software by reverse engineering, reverse assembly or otherwise. The software included within the product is licensed for use only at the one site where the product is used and no others. Title to the software and all applicable rights, including copyright, shall remain in LOCUTION.

4. Limited Warranty. LOCUTION warrants title to the product and software. LOCUTION further warrants that the product and software will operate in material conformance with the product's published technical specifications at the time of shipment to the Customer.

4.1 Defects. The products and software are warranted against defects in materials and workmanship for a period of one year from the date of LOCUTION's final acceptance or productive use invoice. Locution sends either a final acceptance or a productive use invoice for its multi-milestone projects.

4.2 Repair or Replacement. Products which prove to be defective during the warranty period will be repaired or replaced, at the option of LOCUTION, provided, however, that the failure is not due to abuse or misuse of the product. Products under warranty must be delivered to LOCUTION at the Customer's expense for repair or replacement. The products will be returned to the Customer at LOCUTION's expense.

4.3 Service Hours. Telephone support is available 24/7 365 days a year. Customer should call Locution's toll free number. Note that in certain situations, the Customer's main support individual's phone number may be set up to take after hour calls directly. In this situation, the Customer may directly call this number to obtain a more direct response.

5. Disclaimer of Additional Warranties. Except as set forth in paragraph 4, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE SPECIFICALLY DISCLAIMED. LOCUTION DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN MODIFIED BY ANY PARTY OTHER THAN LOCUTION.

6. Limitation of Liability. Customer agrees that regardless of the form of claim, whether contract, tort, or other, LOCUTION shall not be liable for any loss or expense of Customer arising

from claims made against Customer by any third party, nor for any claim by a third party against LOCUTION which arises from the product or software.

6.1 Force Majeure. LOCUTION shall have no liability to Customer or any third party for failure to perform under this Agreement because of acts or events reasonably beyond LOCUTION's control.

6.2 Damages Limited. LOCUTION's liability for damages to Customer or to any third party, regardless of the form of action, shall not exceed the total amount paid to LOCUTION by Customer.

6.3 Legal Assistance. If either party must resort to legal assistance to enforce any of these Terms and Conditions all reasonable expenses of the prevailing party, including attorney's fees, shall be recoverable as costs.

6.4 Time Limits. No legal action, regardless of the form, relating in any manner to the product, may be brought by either party more than one year after the event giving rise to the cause of action has occurred.

6.5 Excluded Damages. LOCUTION shall not be liable for consequential, incidental, or special damages arising from or related to the product even if LOCUTION has been advised of the possibility of such damages.

7. Arbitration. Any and all claims, disputes or controversies arising under, out of or in connection with the product or software, which have not been resolved within 90 days by good faith negotiations between the parties, shall be resolved at the request of either party by final and binding arbitration. Arbitration shall be conducted in County of Butler, by a panel of arbitrators as the parties may agree and otherwise in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall be governed by the domestic law of the State of Ohio, and shall have authority to award punitive damages and shall be bound by the liability limitations set forth herein. The arbitrator(s) shall make detailed written findings to support the award. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement pursuant to the Ohio Uniform Arbitration Act.

8. GENERAL

8.1 Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

8.2 Applicable Law. These Terms and Conditions shall be construed as a domestic contract to be performed in and in accordance with the laws of Ohio.

8.3 Conflicting Terms. These Terms and Conditions may be modified only by a writing signed by LOCUTION and Customer. If there is a conflict between the terms set forth herein and any purchase order or other document issued by the Customer, the terms hereof shall govern and prevail.

Exhibit D

Software License Agreement for West Chester, OH

1. Recitals. The “Contract Documents” consist of the Agreement for the Sales of the PrimeAlert® System, PrimeAlert® Statement of Work (Exhibit A), Price List for West Chester, OH (Exhibit B), the Terms and Conditions (Exhibit C) and this Software License (Exhibit D). The “Proposal” consists of these Contract Documents.

2. Ownership Rights. West Chester, Ohio (the “Customer”) understands that the Contract Documents do not affect any transfer of title or any other rights (except as granted herein) in any computer software (the “Software”) produced, developed or delivered to the Customer by Locution Systems, Inc. (“Locution”). Further, all proprietary rights, including copyright, in and to all manuals, reports, training programs and other written materials produced by Locution and delivered to the Customer (the “Written Materials”) remains in Locution.

3. Software License. Locution grants the Customer a non-exclusive, royalty free perpetual license to use the Software for its intended purpose as described in the Contract Documents and especially in the Proposal.

3.1. Software Protection. The Customer will reasonably protect the Software as Locution’s proprietary property, and the Customer may neither publish, disclose, nor distribute the Software or any part thereof except as necessary to implement the purpose of the Contract Documents. The Customer may not attempt to create the Software by reverse engineering, reverse assembly or otherwise.

3.2. Source Code. The Contract Documents do not include Software source code, which remains the sole property of Locution.

3.3. Copies of Software. Locution understands that the Customer intends to install the PrimeAlert® Software in one location at the Communications Center. In addition, the Customer may make a reasonable and limited number of copies of the Software and Written Materials for the Customer’s internal needs and uses, including archive and backup purposes. All such copies, in whole or in part, shall remain the property of Locution and shall at all times be subject to the restrictions set forth herein. Whenever a location where the Software is installed is closed or deactivated, the Software and all Written Materials shall be removed from that location.

4. Rights Granted to the Customer in the Written Materials. Locution, for so long as the Customer uses the Locution PrimeAlert System, hereby licenses and grants permission to the Customer to use, copy and disclose the Written Materials for any necessary governmental purposes connected with the Proposal, including training and education of employees who will use the PrimeAlert system. Such use is granted so that the Customer may understand and use the Written Materials and the Software for its intended purpose. Such Written Materials and any copies, in whole or in part, shall bear Locution’s copyright notice or other proprietary notice.

5. Ownership – Authority. Locution represents and warrants to the Customer that Locution has full power and authority to grant the rights set forth in this Exhibit to the Customer with respect to the Software and Written Materials.

6. Right of Locution to Terminate for Cause. Locution may terminate its Software License for cause by giving written notice to the Customer, which notice shall specify the cause. If the Customer, within 45 days following the receipt of notice, cures the problem giving rise to the cause, this License shall continue unabated. If, however, the problem is not so cured, then this License shall terminate on the 46th day following the effective date of such notice. Customer may choose to terminate the Software License for cause giving written notice to Locution, which notice shall specify the cause.

6a. Right of Locution to Terminate without Cause.

West Chester Township may terminate the Software License without cause by giving 30 days written notice to Locution.

7. Notice. All notices given under or with respect to this Exhibit shall be in writing. Notice shall be deemed given, effective and received when personally delivered or served, or three business days after posting when sent by certified mail, return receipt requested, with a copy by first class mail, postage prepaid, addressed to the party's authorized representative as set forth herein or at such other address as a party may from time to time designate by Notice. Notice may also be given and shall be considered delivered and effective the following business day when sent by telex, facsimile or telegram. Either party, by notice may change any name or address for future notice. "Business day" shall mean Monday through Friday, excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas.

8. Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

| Exhibit E: Milestone Payment Terms Used for Project | |
|--|---------------------|
| Milestones (invoiced as completed) | |
| 25% Delivery of Executable Non-Radio Related Software | \$27,795.50 |
| 25% Delivery of Executable Radio Related Software | \$27,795.50 |
| 25% Delivery of Audio Database | \$27,795.50 |
| 15% Go-Live (or Productive Use) | \$16,677.30 |
| 10% Systems Acceptance | \$11,118.20 |
| 100% of contract excluding hardware and services | \$111,182.00 |
| Hardware and Services (invoiced as delivered) | |
| Hardware: | \$14,765.00 |
| Services (including/not including installation): | \$33,446.00 |
| – | |
| Milestones | \$111,182.00 |
| Hardware | \$14,765.00 |
| Services (Includes/Does Not Include Installation) | \$33,446.00 |
| Total Contract | \$159,393.00 |

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Business Item |
| Submitted By: | |
| Barb Wilson, Director of Public Information & Engagement | |

| |
|--|
| Motion: |
| Motion to approve inter-agency agreement between West Chester Township Board of Trustees and MetroParks of Butler County for the production of Taps, Tastes, and Tunes and Fourth of July Fireworks; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement |

| |
|---|
| Background: |
| In order for West Chester Township to present Taps, Tastes, and Tunes and a Fourth of July Fireworks show at the Voice of America, it is necessary that MetroParks of Butler County grant use of a portion of its property. This inter-agency agreement sets the terms for this use. |

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

INTER-AGENCY AGREEMENT

FOR PARKING AND SECURITY FOR WEST CHESTER TOWNSHIP FIREWORKS

This agreement is entered into this ____ day of _____, 2024 by and between the BOARD OF PARK COMMISSIONERS OF METROPARKS OF BUTLER COUNTY, OHIO, (hereinafter referred to as "MetroParks"), the WEST CHESTER TOWNSHIP BOARD OF TRUSTEES, OHIO, (hereinafter referred to as "Township"). MetroParks and Township are referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties share responsibility, ownership and/or role in the property associated with the historic Voice of America Bethany Station, West Chester Township, Ohio; and

WHEREAS, the Parties derive collective benefit from **Taps, Tastes, and Tunes** at the Voice of America Museum and the **Fourth of July Fireworks** ("Fireworks Event") at the Voice of America Athletic Complex; and

WHEREAS, the Event creates opportunity to generate greater awareness of the facilities and raise funds for restoration of The National Voice of America Museum of Broadcasting; and

WHEREAS, MetroParks owns, operates and maintains the roadway system and hard-surface parking lots at the VOA MetroPark; and

WHEREAS, MetroParks has agreed to provide parking lots at and around the VOA Athletic Complex and to support security services for Event as set forth in this Agreement.

In consideration of the foregoing and in consideration of mutual promises and conditions, the Parties agree as follows:

1. **MetroParks Obligations:** MetroParks agrees to provide the following services related to the presentation of Fireworks Event, at no cost to Township:
 - a. Provide access to and use of hard-surface parking lots and other areas at the VOA Athletic Complex by attendees of Event; and
 - b. Coordinate on-site security and traffic control with West Chester Police Department and develop mutually agreeable Public Safety Plan for Event.
2. **Township Obligations:** Township agrees to provide the following services related to the Fireworks Event, at no cost to MetroParks:
 - a. Coordinate on-site security and traffic control with MetroParks Police Department and develop mutually agreeable Public Safety Plan for Event; and
 - b. Provide two electronic sign boards to direct event attendees to appropriate entrance(s) pursuant to Public Safety Plan; and
 - c. Present (launch, etc.) fireworks on Township-owned property and/or MetroParks-owned or -controlled property. Final location will be mutually agreed upon in writing by the Parties in advance of Event; and
 - d. Assign West Chester Fire Department staff to monitor storage and presentation of fireworks.

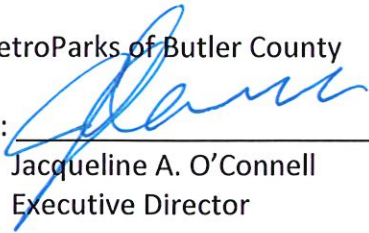
- e. Contract with the fireworks vendor who provides the fireworks for the Event.
3. **Fireworks Vendor Obligations:** Removal of Fireworks debris shall be the sole responsibility of the fireworks vendor. Fireworks vendor must remove fireworks debris no later than July 6, 2024. The Fireworks vendor shall include Township and MetroParks as additional insured on their commercial general liability insurance policy including, but not limited to, coverage for risks associated with the fireworks display and associated activities, comprehensive broad form coverage and insurance against contractual liability in the amount of at least \$2,000,000 per occurrence.
 4. **Term:** This Agreement shall be effective as of the first date written herein and shall expire on July 6, 2024, unless terminated by either Party upon 30 days' prior written notice. Should Event be postponed and/or rescheduled to another date in 2024 mutually agreed to by the Parties, this agreement shall be deemed to apply to the postponed and/or rescheduled date(s). This Agreement is subject to the provisions of ancillary agreements between the Parties and other entities necessary to produce Event.
 5. **Insurance:** Township shall obtain and maintain at all times while this Agreement is in effect, commercial general liability insurance including, but not limited to, comprehensive broad form coverage and insurance against contractual liability in the amount of at least \$2,000,000 per occurrence. MetroParks shall be named as an additional insured. Insurance coverage for risks associated with the fireworks display or any associated activity may be satisfied by the provisions included in Paragraph 3 of this Agreement.
 6. **Marketing:** The Parties shall coordinate advertising and other marketing of the event through a marketing plan mutually agreed to prior to the event.
 7. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties, except as modified in Paragraph 4. This Agreement may only be amended by a written document signed by both Parties.
 8. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. The parties hereby submit to the exclusive jurisdiction of the Butler County Court of Common Pleas, and expressly waive all rights of removal to any United States District Court. The Court of Common Pleas for Butler County, Ohio, shall be the sole and exclusive venue for any action brought to enforce any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written herein.

[Signature page follows.]

Signature/Date:

MetroParks of Butler County

By: 

Jacqueline A. O'Connell
Executive Director

4.18.24

Date

West Chester Township Ohio

By: _____

Larry D. Burks
Township Administrator

Date

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Business Item |
| Submitted By: | |
| Barb Wilson, Director of Public Information & Engagement | |

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|---|
| Motion: |
| Motion to approve license agreement between West Chester Township Board of Trustees and Coldiron Events LLC for the presentation of Taps, Tastes and Tunes on Township-owned property at 8070 Tylersville Road; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement |

| |
|---|
| Background: |
| <p>This is the sixth year for Taps, Tastes and Tunes - the fourth year at VOA. This music and food festival has become an important part of our community's Fourth of July celebrations.</p> <p>Coldiron Events will be responsible for all aspects of the event including costs associated with public safety personnel as outlined in the license agreement.</p> <p>Coldiron Events will pay a fee for use of Township property which will be designated as a donation to the National Voice of America Museum of Broadcasting.</p> |

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

LICENSE AGREEMENT
WEST CHESTER TOWNSHIP
and COLDIRON EVENTS LLC

THIS AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2024 by and between West Chester Township, Butler County, Ohio, (“Township”), a political jurisdiction, hereinafter called “LICENSOR,” and Coldiron Events LLC, an Ohio limited liability company (“Licensee”) and collectively the Parties.

1. **Purpose and Intent.** Township owns property at 8070 Tylersville Rd, Crosley Blvd, West Chester Township, OH 45069, (“Licensed Area(s)"). Licensee desires to have a temporary and revocable license to use the facilities for the purpose of hosting TAPS, TASTES AND TUNES (“Event”).
2. **Grant of License.** Township grants to Licensee, subject to the terms and conditions set forth in this Agreement, a temporary and revocable license for Licensee, its employees, agents, contractors and invitees (collectively, the “Licensed Parties”) to use the Licensed Area solely for purposes related to hosting Event. The license shall be limited to the Licensed Area(s). The relationship between Township and Licensee is not one of landlord and tenant, but rather one of Licensor and Licensee, and Licensee’s license rights of use are limited to the purposes related to hosting Event. The Parties do not intend to create a lease or any other interest in real property for Licensee through this Agreement.
3. **License Period.** The License Period shall begin on JULY 1, 2024 and expire on JULY 7, 2024 (“Expiration Date”). The License Period is subject to earlier termination as provided hereafter. Unless the Agreement is terminated before the Expiration Date of the License Period, all set-up, take-down, and clean-up for Event must take place within the License Period. If the Agreement is terminated before the Expiration Date, all activities related to hosting Event must be completed before the termination date.
4. **Responsibilities and Privileges of Licensee.** Licensee agrees and acknowledges:
 - a. The used of the Licensed Area by the Licensed Parties shall strictly comply with the terms and conditions of this Agreement.
 - b. Use of Licensed Area at 8070 Tylersville Road, West Chester Township, Butler County, Ohio, requires written and formal consent from adjoining property owners, MetroParks of Butler County (MetroParks) and National Voice of America Museum of Broadcasting Board of Directors (VOA Museum).
 - c. Licensee may collect reasonable fees and/or donations in conjunction with the Event. Any and all such revenue generated from the Event shall be the exclusive property of the Licensee.
 - d. Licensee agrees to operate and maintain Licensed Area exclusively for the Event.
 - e. Licensee shall pay Township a License Fee in an amount equal to 10% of the cost of Township-provided services for the Event or \$5,000.00, whichever is greater. In no event shall the License Fee exceed \$20,000. The minimum License Fee of

\$5,000.00 shall be due upon execution of this agreement. Any remaining balance shall be due within 30 days after the last day of Event.

- f. The License Fee may be waived with proof of contribution to the VOA Museum that is equal to or greater than the License Fee owed under this Agreement. Proof of payment must be provided within 30 days after the last day of Event.
 - g. Any use of property owned or operated by the VOA Museum or MetroParks is subject to the terms and conditions set forth by those entities.
 - h. Licensee shall provide a list of all vendors and the schedule for delivery and installation of event fixtures no less than 30 days prior to event.
 - i. Licensee shall not solicit donations, sell or offer for sale any article, privilege, or service within the Licensed Area unless Licensee is properly licensed under applicable state and local laws. A list of authorized vendors and all items, goods or services that have been approved for sale or solicitation during the Licensee's use and any additional conditions or terms pertaining to such authorizations will be provided 30 days prior to the Event. Each such vendor and designated area(s) for all such sales and vendors must be approved in writing by Township, whose approval shall not be unreasonably withheld.
 - j. Licensee agrees not to commit or permit activity in the Licensed Area that would damage or destroy the value or regular use of the property. Further, Licensee covenants and agrees that, except as set forth in this Agreement, neither Licensee nor any of the other Licensed Parties shall make any improvement or alteration to any Licensed Area without the prior written consent of Township.
 - k. Vehicles shall not be occupied overnight in the Licensed Area without express written approval by Township and only for the purposes of event site security or management.
 - l. Licensee will not prohibit Township employees from accessing any portion of the Licensed Area while in normal pursuit of their duties. Designated Township employees scheduled to provide Event-related services during the License Period will be provided passes to access the Licensed Area, as needed.
 - m. Licensee shall provide an event site map no later than 60 days prior to the Event designating primary locations of event activations.
5. **Safety.** It shall be the responsibility of the Licensee to provide adequate security protection, emergency medical services, and traffic safety for the Event, in compliance with the Event Public Safety Plan developed and approved by West Chester Township Police Department and West Chester Township Fire & EMS.
- a. The Event Public Safety Plan will be developed with input from all parties and will include the number and cost of staff and equipment to be deployed by West Chester Police Department, West Chester Fire & EMS, West Chester Communications, and West Chester Community Services.
 - b. Upon completion of the Event Public Safety Plan, and no later than 60 days prior to the commencement of the term of this agreement, Township and Licensee shall enter into a Service Agreement, attached hereto as Exhibit A, that will include a final not-to-exceed cost for Public Safety Services and other terms and conditions necessary to carry out Public Safety Services for the Event. Payment

for Public Safety Services shall be due within 30 days following the last day of the Event.

- c. Public Safety personnel will be assigned to specific posts throughout the event for the purpose of general public safety and welfare, monitoring general public safety conditions, and enforcing the Ohio Revised Code. Licensee is responsible for assigning event staff responsible for enforcement of “event rules” regarding issues such as food/beverage brought into the event, checking bags, etc.
 - d. Licensee shall provide mobile lights to illuminate parking lots and walkways per the Event Public Safety Plan.
 - e. Licensee may be required to provide crowd and vehicle control devices, including barricades and fencing, in Licensed Area to preserve public safety and to prevent property damage. Any such crowd and vehicle control devices will be accounted for in the Event Public Safety Plan.
6. **Non-Discrimination.** Licensee agrees that while this Agreement remains in effect, Licensee will comply with all federal laws relating to non-discrimination in connection with all activity related to the use of Licensed Area(s), including but not limited to:
- a. All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.P.R. Part 17);
 - b. Title VI of the Civil Rights Act of 1964 (42 U.C.C. §2000d-1), which prohibits discrimination on the basis of race, color or national origin;
 - c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § et seq.), which prohibits discrimination on the basis of age;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; and
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
7. **Force Majeur.** Licensed Area may be rendered unusable or otherwise unavailable due to circumstances beyond the Parties’ control, including but not limited to: flooding, fire, natural disaster, acts of God, criminal acts, or acts of war or terrorism. Township will endeavor to provide notice of closures which occur prior to any licensed use. Notwithstanding, Township reserves the right to terminate, suspend, or delay, prior to or during licensed use, for reasons of visitor safety. Licensee and licensed parties hereby waive any and all claims against Township for damages, lost profits, lost business opportunities, or similar claims as a result of the closure of any Licensed Area under this paragraph.
8. **Indemnification.** Licensee will indemnify, defend and hold harmless Township , its officers, commissioners, agents, employees, volunteers, successors, and assigns from and against any and all liabilities, damages, claims, liens, causes of action, losses, demands, costs, and expenses of every kind and nature (collectively “claims”) arising in any manner out of the use of any Licensed Area or the National Voice of America

Museum of Broadcasting by Licensee or any other Licensed Party, except for any claim caused solely by gross negligence or intentional misconduct of Township . This indemnity obligation shall survive the expiration or earlier termination of this Agreement.

9. **Liability Insurance.** At all times while this Agreement remains in effect, Licensee, at its sole cost and expense, shall keep in full force and effect commercial general liability insurance coverage for bodily injury and property damage with respect to all of the Licensed Area and the Licensee's use thereof in the amount of at least \$1,000,000.00 per person and per occurrence and \$2,000,000 in the aggregate. If Licensed Area(s) is to be included in a liquor permit, liquor liability insurance shall also be secured in the amount of at least \$1,000,000.00 per person and per occurrence and \$2,000,000 in the aggregate. Township shall be named as additional insured on all required insurance policies and a copy of a certificate of insurance evidencing the existence of this insurance coverage shall be delivered to Township no less than 60 days prior to the Event. Further, Licensee agrees that any subcontractors providing services on or through Township property shall have the same minimum coverage with the Township named as insured.
10. **Licensee Responsible for Damages.** Licensee, at its sole cost and expense, shall repair all damages or losses to the Licensed Area(s), whether caused by Licensee, Licensed Parties, or attendees. Such restoration shall be completed to the satisfaction of Township within 10 business days following the last day of Event. Licensee shall be directly responsible for all expenses and arrangements associated with the restoration of the Licensed Area(s), and such expenses and arrangements shall not be deducted from fees due to Township. Licensee and Licensed Parties assume all risk of loss of or damage to their property and equipment or of personal injury in connection with their activities on Township property.
11. **Compliance with Law.** Licensee, at its sole cost and expense, shall be responsible for compliance with, and Licensee shall cause all of the Licensed Parties to comply with, all applicable laws, regulations, ordinances, permits and other legal requirements in connection with their activities at the Licensed Area(s).
12. **Default.** Upon any default by Licensee under this Agreement, Township has the right to immediately terminate this Agreement by sending a written notice of termination to Licensee and pursue any other remedies available at law or in equity. Failure to exercise this or any other right does not act as a waiver of the particular right not exercised.
13. **Termination of Agreement/Option to Renew for Two Additional Years.** Township shall have the unrestricted right to terminate this agreement, with or without cause, upon six month's written notice to Licensee prior to each Event start date. Township or Licensee shall have the right to terminate this Agreement at any time should Butler County MetroParks or The Voice of America National Museum of Broadcasting withhold or withdraw its consent to access their portion of the Licensed Area(s). Licensee shall have options to renew this Agreement for each of two additional one-year periods in order to produce subsequent Events in 2025 AND 2026. Such renewal option(s) shall be exercised by delivering written notice to Township by or before December 31 of the preceding calendar year(s). However, Licensee's renewal options shall be subject to and

contingent upon Township 's acceptance, which Township may withhold at its sole discretion.

14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
15. **Severability.** In the event that any portion of this Agreement shall be found to be inconsistent with law or otherwise unenforceable, the remainder of this Agreement shall remain unaffected and in continuing effect.
16. **Assignment.** This Agreement shall be binding on Township and Licensee and their representatives, successors and permitted assigns. Licensee shall not assign any of its rights or obligations under this Agreement without prior written consent of the Township. Township reserves the right to refuse assignment of this agreement for any reason. Consent by Township to one or more assignments shall not operate as a waiver of Township's rights as to subsequent assignments. Notwithstanding any assignment, Licensee shall at all times remain jointly and severally liable with the permitted assignee for the payment of all fees and other charges herein specified and for compliance with all of its other obligations under this Agreement.
17. **Amendment.** This Agreement may only be amended by a written agreement signed by the authorized representatives of Township and Licensee. The parties' authorized representatives may negotiate and approve amendments to this agreement.
18. **Entire Agreement.** The parties acknowledge and agree that this Agreement and attached Exhibits constitute their entire agreement and that no oral or implied agreement exists.

West Chester Township

Licensee:

By (authorized signature)

By (authorized signature)

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| March 26, 2024 | Business Item |
| Submitted By: | |
| Barb Wilson, Director of Public Information & Engagement | |

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|---|
| Motion: |
| Motion to approve contract between West Chester Township Board of Trustees and Rozzi, Inc. for presentation of Fourth of July Fireworks not to exceed \$20,000.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract |

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| Background: |
| <p>West Chester Township's Fourth of July Fireworks at VOA have become a great way for the community to celebrate the Independence Day holiday.</p> <p>Rozzi, Inc has been an exceptional partner in presenting the show each year giving the Township plenty of bang for the buck.</p> <p>The fireworks show will be presented Friday, July 5th, 2024</p> |

| | | | | |
|----------------|------------------------|------------------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; Operational | | |
| | CIP #: | | | |
| | TIF Info: | | | |
| | Purchase Order: | 24000973 | Total Encumbrance: | \$ 20,000.00 |

ROZZI, Inc. dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT

This Agreement entered into _____ by and between **ROZZI, INC. dba ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **West Chester Township @ 9113 Cincinnati Dayton West Chester OH 45069** ("Buyer") \WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held **the 5th day of July 2024** and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display such event . In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display **on July 5th, 2024**, at the location of **8070 Tylersville Rd., West Chester OH 45069** (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display, to comply with regulations outlined in NFPA 1123-2018 edition, ORC §3743.54. OAC 1301;7-7-56, and any local regulations required by the Authorities Having Jurisdiction (AHJ). **Please specify a rain out date if applicable: July 6, 2024.**
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 500' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.
5. Buyer agrees to pay Rozzi's' the sum of **\$20,000.00** for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: A **\$4000.00 non-refundable** deposit is due upon signing of this contract but no later than April 15th, 2024, the balance of **\$16,000.00** to be paid within 10 days of completion of the fireworks but no later than July 18th 2024.
6. In addition, if applicable, Buyer agrees to pay all onsite fire fees charged by the AHJ.
7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:
 - (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such cost and expenses are to be at the cost and expense of Buyer and shall be paid to Rozzi's'.

(B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.

8. Should the event be canceled, and no makeup date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's', and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

9. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2018 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2018 edition, ORC §3743.54; OAC 1301;7-7-56 and any local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.

10. This Agreement shall not be construed to create a partnership between the parties hereto.

11. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the _____ day of _____, 2024.

SELLERS:

ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi

By _____

President

Its _____

BUYER:

(Name of Buyer)

By _____

Its _____

AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Business Item |
| Submitted By: | |
| Arun Hindupur, Director of Public Works/Community Services | |

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| Motion: |
| Motion to approve service agreement between West Chester Township Board of Trustees and Pavement Management Group to provide baseline inspection of township roadways not to exceed \$63,525.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP # 1975) |

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| Background: |
| <p>As part of the 2024 budget process, Community Services created a CIP to retain an outside service provider to undertake a baseline inspection of the Townships roadway conditions. Specifically, the Township is looking to modernize its pavement inspection program through the use of technological advancements in the field which will help provide objective and data-driven results in order to inform the future of the Township’s paving program.</p> <p>The Community Services department solicited multiple quotes and the Pavement Management Group was determined to be the most responsive bidder.</p> <p>The Community Services Department requests a Purchase Order in the amount of \$63,525.00 which includes a 10% contingency of \$5,775.00 to Pavement Management Group for inspections of the township roadways.</p> |

| | | | | |
|----------------|------------------------|----------|---------------------------|--------------|
| Finance | Budgeted Item: | Yes; CIP | | |
| | CIP #: | 1975 | | |
| | TIF Info: | | | |
| | Purchase Order: | 24001304 | Total Encumbrance: | \$ 63,525.00 |



YOUR PAVEMENT MANAGEMENT PROPOSAL

PREPARED: Monday, April 9, 2024

FOR: West Chester Township



ROADINSIGHTSTM

YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

Arun Hindupur

Director of Public Works
9577 Beckett Road, Suite 900
West Chester, Ohio 45069



Dear Arun,

The following, all-inclusive proposal and managed services agreement from Pavement Management Group will provide the West Chester Township with a turn-key pavement management program for the estimated 240-centerline mile roadway network. The project scope and pricing provided is valid for 60 days from publish date.

To move forward, please enter the purchase order number, sign and date on the "Project Costs and Execution Page" (Page 6), and then submit electronically to schedule your project kickoff meeting.

On behalf of Team PMG, I'd like to thank you for the opportunity to service your pavement management needs, and look forward to working with you!

Respectfully,



A handwritten signature in black ink that reads "James Golden III".

PAVEMENT MANAGEMENT GROUP

JAMES GOLDEN

Founder and CEO

(740) 507-3842

James@PavementManagement.com



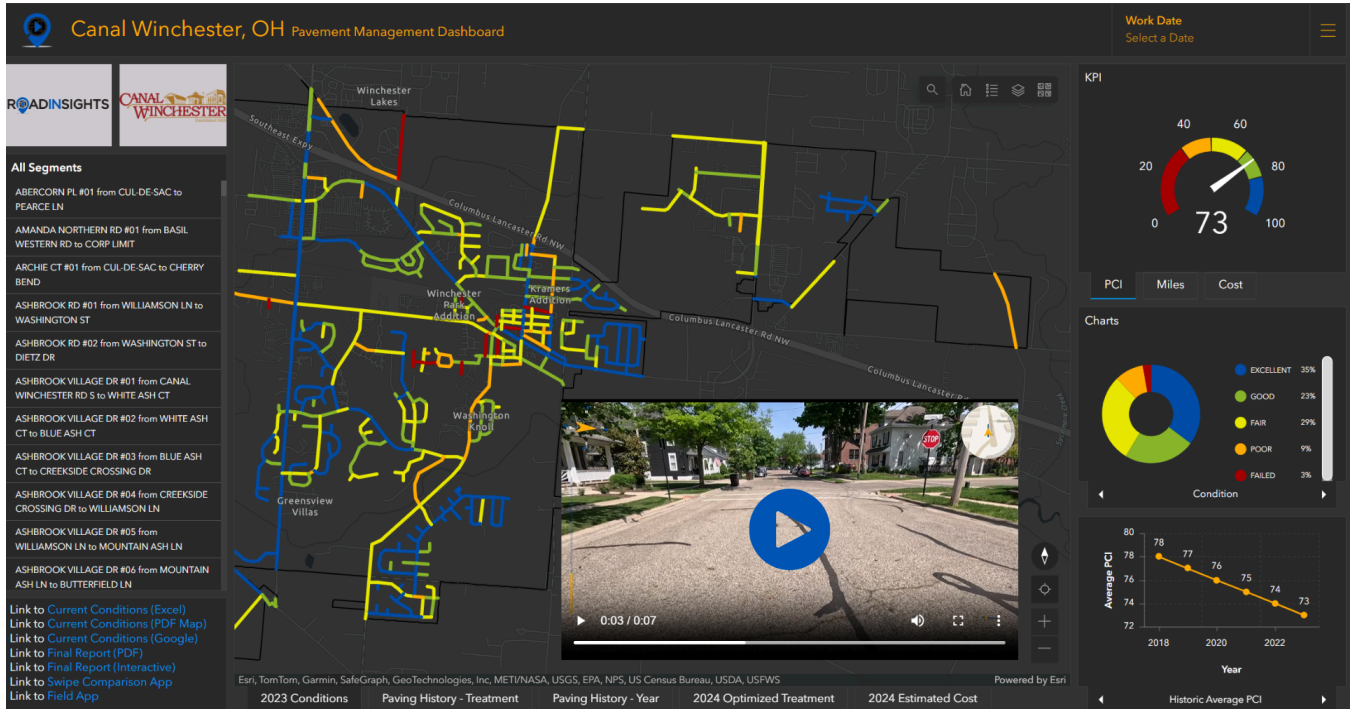
TABLE OF CONTENTS

| | |
|--|----------|
| TABLE OF CONTENTS | 2 |
| I. Overview | 3 |
| II. Scope of Services | 3 |
| A. Project Management and Kickoff | 3 |
| B. Inventory Definition/Update and Video Capture | 3 |
| C. Condition Assessment | 4 |
| D. Project Deliverable and Closeout | 4 |
| E. Data Management, Hosting and Support Services | 4 |
| III. Schedule | 5 |
| IV. Costs and Execution | 6 |
| V. Invoicing and Terms | 7 |
| A. Invoicing and Point of Contact | 7 |
| B. Terms and Conditions | 7 |

YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

I. Overview

The West Chester Township is responsible for the annual maintenance and repair of approximately 240-centerline miles of roadways within their boundary. RoadINsights from Pavement Management Group (PMG) combines expertise, industry standards, high-definition video, GIS, and artificial intelligence-powered condition assessment, ensuring the West Chester Township will meet its pavement management goals.



II. Scope of Services

A. Project Management and Kickoff

PMG will host a project kickoff meeting via Zoom to discuss the scope of work, timeline, and deliverables and define all the resources required for the project. At this meeting, the project manager will present and request additional information and resources from the client deemed essential for completing the project on time.

B. Inventory Definition/Update and Video Capture

PMG will leverage the client-provided GIS and legacy resources with internal processes to develop/review/update a complete roadway network inventory, fully linked to GIS for all searching, reporting and mapping capabilities within our project deliverables.

Our patrol team will capture 100 % of your Roadway Network in 1080P full HD video format and 60 frames per second. We will organize and upload these videos to our



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

secure cloud-based server, where they will be accessible for streaming within our project report deliverables and your RoadINsights dashboard.

C. Condition Assessment

PMG uses a proprietary Artificial Intelligence (AI) model to identify, document, and quantify all distresses occurring within each section of the pavement networks. The distress data is first imported into the PAVER pavement management system for initial Pavement Condition Index (PCI) calculation. Our Quality Assurance team then reviews all documented distress data to finalize the PCI for each segment and pavement network, adhering to the ASTM D6433 condition assessment standard for roadways, trails, and parking lots. The PCI is on a numeric scale of 0 – 100, with 0 considered failed and 100 considered excellent. Each section is then classified within one of seven condition categories, which aid in correlating maintenance and repair activities with conditions.

D. Project Deliverable and Closeout

The following final project deliverables are as follows and will be delivered to the client in both online accessible and physical hard drive format:

- RoadINsights Web/GIS Based Platform with Streaming HD Video and Analytics
- Cartegraph Integration of all PMG condition assessment and video data
 - Consultant Login Required
- Dedicated Shared Google Drive for all Project Files, Reports, and Videos
- Final Project Report in Both PDF and Online Accessible Format
- Final Inventory and Condition Data in Excel Spreadsheet Format
- Final Inventory and Condition Data in GIS Shapefile Format
- Final Inventory and Condition Data in Google Earth Accessible Format
- Current Budget Needs/Analysis Report
- Five year CIP Outlook with Five Various Budget/Target Driven Scenarios

PMG will host a Zoom-based meeting to present the finalized project report, deliverables and training in navigating your RoadINsights online dashboard. An onsite meeting may be requested and granted for an additional fee to be discussed and agreed upon between consultant and client.

E. Data Management, Hosting and Support Services

PMG completes our turn-key pavement management solution through our annual data management, RoadINsights hosting, consulting, training, support services:

- 1 Year of RoadINsights – Unlimited accessibility and video streaming capability
- 1 Year of Data Management for all of work history and inventory updates
- 1 Year of Cartegraph data integration/management (Consultant Login Required)
- 1 Year of Continued Consulting, Training, and Support Services
 - Up to 8 Hours available with a PMG pavement management expert



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

- (1) Annual program review with CEO, James Golden (Remote)
- (1) Annual council/board presentation from CEO James Golden (Remote)
 - Onsite presentation available for a discussed additional fee
- Dedicated scheduling links and points of contact for added convenience

These annual services provide the critical systems, tools, data, accessibility, and resources to keep your pavement management program up to date, and in-between your condition assessment cycles.

Your annual managed services subscription will begin on the date of our Project Review and Closeout Meeting and will end on the same anniversary date the following year.

PMG will provide a proposal for continued managed services for an additional year, 30 days before expiration.

III. Schedule

PMG recommends a Q2 or Q3 2024 Project Schedule. Once PMG has received a signed copy of this proposal with the purchase order number, we will schedule and host the project kickoff meeting, typically within two weeks of receipt. The actual project schedule will be reviewed and discussed on this call, with services typically beginning within 30 days of the kickoff meeting. PMG estimates this project to be completed within 120 days of the start date.



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

IV. Costs and Execution

The following Cost Table has been provided to outline the tasks and itemized costs associated with this project. To move forward, please enter the purchase order number, sign, date and then submit electronically to schedule your project kickoff meeting.

| TASK | PERCENTAGE | COST |
|--|------------|-----------------------------------|
| Turn-Key Pavement Services, Support and Solution | \$100 | \$57,750.00 |
| | | Project Total: \$57,750.00 |

Purchase Order Number:

Authorized Signature:

Date:



V. Invoicing and Terms

A. Invoicing and Point of Contact

PMG will invoice monthly, based upon project task progress and against the task percentages outlined within the cost table above. Payment terms are to be NET 30, and PMG greatly appreciates all efforts for prompt and on-time payments. We will provide supporting documents for each invoice as well.

PMG's Point of Contact for all invoicing, payment, insurance, and vendor-related documents:

Christy Oprandi

Office Manager

M: (740) 404-5762

O: (800) 638-8040

E: Christy@PavementManagementGroup.com

B. Terms and Conditions

PROFESSIONAL SERVICES - TERMS AND CONDITIONS

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Pavement Management Group, the (Consultant). Together, when the Client authorizes the Consultant to proceed with the services, constitute the Agreement.

1. DESCRIPTION OF WORK

1.1 Consultant shall render the services described in the Proposal (from now on referred to as the "Services") to the Client.

2. TERMS AND CONDITIONS

2.1 No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless made in writing and signed by the Client and Consultant.

2.2 In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence.

2.3 This Agreement supersedes all previous agreements, arrangements, or understandings between the parties, whether written or oral, concerning or incidental to the Project.

3. COMPENSATION



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

- 3.1 Payment is due to the Consultant upon receipt of an invoice.
- 3.2 Failure to make any payment when due is a material breach of this Agreement and will entitle the Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services.
- 3.3 Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal interest rate.
- 3.4 Unless otherwise noted, the fees in this agreement do not include any value-added, sales, or other taxes that may be applied by the Government on fees for services. Such taxes will be added to all invoices as required.
- 3.5 The Client will pay by Electronic Funds Transfer (ETF) when Pavement Management Group requests.

4. NOTICES

- 4.1 Each party shall designate a representative authorized to act on behalf of that party.
- 4.2 All notices, consents, and approvals required hereunder shall be in writing and delivered to each party's representatives.

5. TERMINATION

- 5.1 Either party may terminate the Agreement without cause upon thirty (30) days' notice in writing.
- 5.2 If either party breaches the Agreement or fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement.
- 5.3 Non-payment by the Client of Consultant's invoices within 30 days of the Consultant rendering the same is agreed to constitute a material breach and, upon written notice as prescribed above, Consultant's duties, obligations, and responsibilities are terminated. On termination by either party, the Client shall immediately pay the Consultant all fees for the Services provided to the effective termination date.

6. ENVIRONMENTAL

- 6.1 Except as explicitly described in this Agreement, the Consultant's field investigation, analysis testing, and recommendations will not address or evaluate pollution of soil or pollution of groundwater.
- 6.2 Consultant is entitled to rely upon the information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable basis for such information relating to subterranean structures or utilities.



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

6.3 The Client releases Consultant from any liability and agrees to defend, indemnify, and hold Consultant harmless from any claims, damages, losses, and expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities not correctly identified in such information.

7. PROFESSIONAL RESPONSIBILITY

7.1 In performing the Services, the Consultant will provide and exercise the standard of care, skill, and diligence required by customarily accepted professional practices usually offered in the performance of the Services at the time and the location in which the Services were performed.

~~8. INDEMNITY~~

~~8.1 Consultant and the Client agree to a reciprocal indemnification. Consultant agrees to defend, indemnify, and hold the Client and its members harmless from any claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and court and arbitration costs, arising out of, or claimed to appear out of, its performance of the Services or any part thereof accepting liability arising from the sole negligence of the Client. The Client releases Consultant from any liability and agrees to defend, indemnify, and hold Consultant harmless from any claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and court and arbitration costs, arising out of, or claimed to appear out of, the performance of the Services, accepting liability arising from the sole negligence of Consultant.~~

9. LIMITATION OF LIABILITY

9.1 It is agreed that, to the fullest extent possible under applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. Neither party shall bear any liability whatsoever for any consequential damages incurred by the other party.

9.2 As the Client's sole and exclusive remedy under this Agreement, any claim, demand, or suit shall be directed and asserted only against the Consultant and not against any of the Consultant's employees, officers, or directors.

9.3 Consultant's liability concerning any claims arising from this Agreement shall be limited to direct damages arising from the Services. Consultant shall bear no liability for any consequential loss, injury, or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits, and loss of markets.



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

9.4 In no event shall Pavement Management Group's obligation to pay damages exceed its proportionate share of liability for causing such damages.

10. DOCUMENTS

10.1 All documents prepared by or on behalf of the Consultant in connection with the Project are instruments of service for executing the Project.

10.2 Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of the Consultant.

10.3 If Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless, and indemnify Consultant from any claims advanced on account of said reuse or modification.

10.4 Any document produced by the Consultant about the Services is intended for the Client's sole use. The documents may not be relied upon by any other party without the express written consent of the Consultant, which may be withheld at the Consultant's discretion. Any such authorization will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized under the conditions of the Consultant's standard form reliance letter.

10.5 Consultant cannot guarantee the authenticity, integrity, or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Consultant, its officers, employees, Consultant, and agents harmless from any claims or damages arising from using Electronic Files. Electronic files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent.

11. PROFESSIONAL SERVICES

11.1 Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work by the contract documents.

11.2 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, their agents or employees, or any other person performing any work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

12. GOVERNING LAW/COMPLIANCE WITH LAWS



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

12.1 The Agreement shall be governed, construed, and enforced by the laws of the State of ~~Florida~~ Ohio without regard to its choice of law principles.

12.2 Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

12.3 ATTORNEY'S FEES AND COSTS: If either party initiates litigation in connection with this Contract, the prevailing party in such action shall be paid its damages and reimbursed all litigation fees and costs, including reasonable attorneys' fees and expert witness fees, incurred by the prevailing party in connection with such litigation. Venue for any litigation concerning or relating to the enforcement of this Contract shall be exclusively in Butler County, Ohio. ~~Lee County, Florida.~~

13. DISPUTE RESOLUTION

13.1 If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute arising out of or in connection with this Agreement by entering structured non-binding negotiations on a discriminatory basis with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.

13.2 The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law or elsewhere by mutual agreement. Nothing herein prevents the Consultant from exercising statutory lien rights or remedies by legislation where the project site is located.

14. ASSIGNMENT

14.1 Neither party may assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part thereof without the prior written consent of the other.

15. SEVERABILITY

15.1 If a court of competent jurisdiction holds any term, condition, or covenant of the Agreement to be invalid, void, or unenforceable, the remaining provisions shall be binding on the Client and Consultant.

16. FORCE MAJEURE

16.1 Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions, or other natural catastrophes, disease, epidemic, or pandemic, or any other cause beyond the reasonable



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay the Consultant for services rendered.

17. CONTRA PROFERENTEM

17.1 The parties agree that if this Agreement is subject to interpretation or construction by a third party, this third party shall not construe this Agreement as the drafter.

18. BUSINESS PRACTICES

18.1 Each Party shall comply with all applicable laws, contractual requirements, and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities and will not pay, promise to pay, or authorize the amount of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

19. REQUIRED INSURANCE

Consultant shall be deemed to be an independent contractor and as such, shall obtain, pay the premium for and keep in force adequate insurance as described below:

19.1 Worker's compensation insurance insuring the full statutory liability under the worker's compensation and occupational disease laws of the State of Florida, and Employer's Liability Insurance with the following limits:

\$1,000,000 per accident and per disease, or higher limits if necessary to satisfy umbrella requirements or applicable law.

19.2. Commercial general liability insurance on ISO's most current form or its coverage equivalent provides bodily injury, property damage, and personal injury coverages intended to protect against the claims of any persons other than the Consultant's employees. Explosion, collapse, and or underground property damage coverage must be included. Coverage shall be on an occurrence basis and shall include a provision naming the Client as an additional insured therein and provide at least the following limits:

\$ 1,000,000 each occurrence / \$2,000,000 aggregate, or higher to satisfy Umbrella requirements of applicable law.

19.3 Comprehensive business/automobile liability insurance includes bodily injury, property injury, and damage on any owned, non-owned, leased or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident. All statutory automobile coverage shall also be provided.

19.4 Professional malpractice insurance/Professional Liability (E&O) Insurance with at least \$2,000,000 coverage limits.

19.5 Umbrella Liability Coverage affording excess coverage in the amount of \$2,000,000.



YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

Consultant shall supply the Client with current Certificates of Insurance evidencing the coverages described herein, shall name the Client as an Additional Insured on its liability insurance coverages, and each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Client.

Consultant's liability insurance is primary for purposes of any covered event and, as such, must be exhausted before any attempt to secure coverage under the Client's policies.



AGENDA ITEM COVER SHEET



| | |
|--|--------------------------|
| Trustee Meeting Date: | Agenda Item Type: |
| April 23, 2024 | Business Item |
| Submitted By: | |
| Arun Hindupur, Director of Public Works/Community Services | |

| |
|---|
| Motion: |
| Motion to approve Statutory Resolution 19-2024 declaring surplus items for disposal |

| |
|---|
| Background: |
| <p>We recommend the Trustees approve the disposal of the attached list of items per the guidelines in Section 505.10 of the ORC, concerning property that has a fair market value of two thousand five hundred dollars (\$2,500.00) or less, and no longer meets the needs or demands of the Township, is not needed for public use, is obsolete or is unfit for the use for which it was acquired.</p> <p>Property listed on the Resolution will be assigned a disposal method observed as follows:</p> <p>Auction: Property and vehicles in this category will be offered at an auction site for sale to the highest bidder. Discard/Salvage: Property in this category have no intrinsic value and will be disposed of by whatever means are appropriate. Recycle: The item has no intrinsic value and will be recycled. Trade-in: The item will be used as trade-in against the purchase of another item. Sell: Property is available for purchase.</p> |

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

RESOLUTION NO. 19-2024

Resolution Declaring Surplus Items for Disposal

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

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

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

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

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

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

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

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

SURPLUS ITEMS FOR DISPOSAL

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

APRIL 23, 2024

| Quantity | Item | ID # | Department | Disposal Method |
|----------|------------------------------------|-------|------------|-----------------|
| 1 | Tricaster 8000 | 1078 | PIE | Trade-in |
| 1 | Conference Table | 00307 | CS | Discard/Salvage |
| 1 | File Cabinet - 5-drawer legal | 00301 | CS | Discard/Salvage |
| 1 | Paper Shredder, Fellows Powershred | 4537 | CS | Discard/Salvage |
| 2 | 100' 5" hose | NA | Fire | Discard/Salvage |
| 2 | 50' 5" hose | NA | Fire | Discard/Salvage |

Adopted this _____ day of _____ 2024.

Lee Wong, Chair Yes/No

ATTEST:

Mark Welch, Vice Chair Yes/No

Bruce Jones, Fiscal Officer

Ann Becker, Trustee Yes/No

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

DRAFT