



AGENDA
SUGARCREEK TOWNSHIP BOARD OF TRUSTEES
REGULAR MEETING
Monday, April 3, 2023, 7:00 P.M.

REGULAR SESSION:

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Recognition of the Sugarcreek Cares Black History Month Video and Visual Art Competition Winners**
- 5. Reports**
 - A. Administrator
 - B. Zoning
 - C. Fiscal Officer
 - D. Fire
 - E. Police
 - F. Roads and Services
 - G. Information Technology
 - H. Trustees
- 6. Public Comments** - Limited to five minutes per person. Agenda related business only.
(Time cannot be yielded to another person.)
- 7. Old Business**
- 8. Consent Agenda Items**
 - A. Payment of Bills
 - B. Authorizing Township Administrator to act as Signatory on Dispatch Contract - 2023.04.03.01
 - C. 2023 Permanent Appropriations - 2023.04.03.02
 - D. Appoint Administrative Assistant/Social Media and Marketing Coordinator - Brianna McCaleb - 2023.04.03.03
 - E. Appoint Roads and Service Worker - Ian Tamplin - 2023.04.03.04
- 9. Discussion Agenda Items**
- 10. Public Comments** - Limited to five minutes per person. Township related business only.
(Time cannot be yielded to another person.)
- 11. Trustee/Staff Discussion**
- 12. Adjourn**



MEETING CONDUCT AND GUIDELINES

As Trustees of Sugarcreek Township, we encourage residents to attend our Township Meetings. We appreciate you taking time out of your busy schedules to be a part of your Government in action. To help meetings move along in a positive manner, we have established the following guidelines for our meetings:

This is a Township Business meeting and is to be conducted in a professional, business-like manner. It is not our intention to embarrass or demean each other or any members of the audience. We will treat each other with courtesy and respect and we ask for the same courtesy and respect from the audience. No one will get special treatment. These guidelines are for all of us.

As a professional meeting should not go longer than an hour to an hour and a half, it is our intention to stay within a reasonable time limit and follow the agenda.

There will be an Open Discussion at the end of the agenda for the audience to give comments on Township issues. When you have a question or comment, please go to the microphone, state your name and address and direct your question to the Trustees. Please try to limit your comments to 3-5 minutes so as to allow everyone an opportunity to speak.

We appreciate your input. We will not allow any personal attacks or any type of outbursts or profanity from the audience.

If you have any personal comments that you would like to make to us as individuals, please feel free to call the Township Administrative offices or allow us to set up a time to speak with you individually.

It is our goal that meetings are productive and positive. We will do our best to conduct effective, professional meetings.

Thank you.

Sugarcreek Township Trustees



**Administrator's Report to the Trustees
April 3, 2023**

The following represents a brief update of the activities, information, and issues which the Administration is currently working on:

- Meetings continue regarding the I-675/Wilmington Pike study for future improvements. The Preferred Design is now scheduled to be determined in June of 2023. Public input meetings are tentatively scheduled for the first week in June. Local projects plan is also being developed currently.
- The county has all documents necessary for the memorial property split and we are awaiting the recording of the deeds.
- The survey is complete for the Martin property and has been sent to Greene County for final approval.
- We are continuing to review and draft updates of the Township Policies and Procedures Manual. A team of individuals from each of the departments will be working with Sara to provide proposed changes for consideration.
- Construction on the Carpenter Road project is tentatively scheduled for early next week, depending on weather conditions.
- The next Trustee meeting scheduled for 4/17/2023 has been cancelled due to two of Trustees traveling to Washington, D.C. for meetings with Congress and the Senate.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "B. Tiffany", written over a horizontal line.

Barry P. Tiffany
Township Administrator



**Staff Report for the Sugarcreek Township Board of Trustees
March 21, 2023 to March 30, 2023**

The following is a snapshot of the activities and areas of responsibility for the Sugarcreek Township Planning and Zoning Department. This report is prepared to keep the Board of Trustees informed and the citizens apprised of their Planning and Zoning Department. If further information or explanation is needed, please contact Cara Tilford at 937-848-8426.

Board of Zoning Appeals Activities:

- **March 23, 2023 Meeting Follow-up:**
 - **BZA04-2023:** Applicant, Douglas J. Bolton, is requesting an Area/Dimensional Variance from Section 4.14 C. 6 Table 4-6 of the Sugarcreek Township Zoning Resolution to allow for the construction of an inground pool in the side yard of the subject property. The subject property is 2817 Ferry Road, owned by Douglas J. and Kateri E. Bolton Trustees, further identifiable by parcel number L32000100100001300, containing 4.0 acres and located in the E (Estate Residential) District.
 - **The BZA approved the request as submitted by the applicant.**
 - **BZA05-2023:** Applicants, Timothy and Arnitra Reid, are requesting an Area/Dimensional Variance from Section 4.14 C. 6 Table 4-6 and Section 4.12 C. 10. of the Sugarcreek Township Zoning Resolution to allow for the construction of a 120 SF shed in the side yard of the subject parcel. The subject property is 437 Kilkenney Court, owned by Timothy and Arnitra Reid, further identifiable by parcel number L32000100011007500, containing 0.338 acres and located in the R-1B (Suburban Residential-Moderate) District.
 - **The BZA approved the request as submitted by the applicant.**
 - **BZA06-2023:** Applicant, Amanda Crawford, is requesting Area/Dimensional Variances from Section 4.14 C. 6 Table 4-6 and 4.14 D. 3. b. of the Sugarcreek Township Zoning Resolution to allow for the construction of a 2560 SF pole barn the front yard of the subject parcel. The subject property is 4800 Brown Road, owned by Amanda M.

Crawford, further identifiable by parcel number L32000100010007600, containing 9.7279 acres and located in the A-1 (Agricultural) District.

- The BZA approved the request as submitted by the applicant.

- April 27, 2023 Meeting-no applications received prior to the meeting's closing date, cancellation pending

Zoning Commission Activities:

- April 4, 2023-canceled
- Next meeting scheduled for May 2, 2023

Meetings/Accomplishments:

- Attended Department Head meeting on March 22, 2023
- Attended mediation on March 23, 2023
- Attended BZA Meeting on March 23, 2023
- Attended interviews for Administrative Assistant/Social Meeting and Marketing Coordinator position on March 27, 2023
- Attended Department Head meeting on March 29, 2023
- Attended site visit with resident regarding junk complaint on March 29, 2023
- Completed and sent BZA Notices of Decision
- Completed newsletter articles for Spring E Edition
- New resident packets placed in Trustee Office, available as needed as well



Sugarcreek Township Trustees Report For April 3, 2023

The following information is a snapshot of the activities and areas of responsibilities for Sugarcreek Township Fire Department. This report was generated on 03/31/2023 to keep the Board of Trustees informed of their Fire Department. If further information is needed, please contact Chief Buffenbarger at 937-848-7344.

Trainings: (Note: Trainings are conducted via Zoom between fire stations whenever possible)

- Blue Card Command Training Continues
- Protocol testing (Written and Practical Skills)
- Mega Code practical with Dr. Lemos
- Pump operations (Hydraulics)

Statistics:

2023 Totals Year to Date

Report current as of 03/31/2023.

- EMS Responses: 220
 - Vehicle Crashes: 25
 - Fire Responses: 78
- Total 298

Mutual Aid Given (number of incidents)

- Fire = 17
- EMS = 4

Mutual Aid Received (number of incidents)

- Fire = 8
- EMS = 4

Information:

- Ladder 72 out of service at Kenworth (Rear axle and brakes)
- Reserve Engine 72 has several lights needing replaced
- DC Door serviced M72 and Battalion 70 bay doors
- Car 70 received new rear brakes and oil change at Gateway
- Gear Extractors (AFG Grant) ready to be installed at both stations
- Bay floor at Station 71 complete
- Painting at Station 72 complete
- New uniform shirts received and issued to firefighters
- Received \$1300 donation from Lions Club for the purchase of two TFT nozzles
- Received \$9,483.24 from FEMA AFG grant program for gear extractors

Status of Issues the Fire Department is Addressing:

- Currently accepting applications for part time openings
- Full-Time application period ends 04/03/2023 (Five applications received)
- Lieutenant promotional testing process nearing completion
- Captain promotional testing begins 05/02/2023
- Lieutenant Rigsby assigned interim A-Unit Shift Commander
- Seeking estimates for painting Station 71 apparatus bay walls
- Lost air bag equipment from E72 needs replaced
- Ordering uniform pants for all part-time staff
- Seeking estimates for lightweight fire hose

Fire Department Scheduled Events Attended:

- Sprinkler and fire alarm acceptance testing continue at the Reserves of Sugarcreek
- Fire inspections continue
- Attended Eagle Rise HOA
- Four firefighters attended CPR Instructor course
- One firefighter attendee the Child Passenger Seat Technician course

Fiscal:

As of March 28,2023	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
Fire	\$3,406,672.00	\$678,577.71	\$716,424.91	\$2,037,083.49	20.874%
EMS	\$198,120.00	\$66,370.06	\$40,233.43	\$93,813.28	20.075%
Cell Tower Fund	\$24,000.00	\$0.00	\$0.00	\$0.00	0.000%
Department Total	\$3,604,792.00	\$744,947.77	\$756,658.34	\$2,130,896.77	20.830%

Projected Capital Needs:

Bay Doors at Station 71	\$15,000
Bay Doors at Station 72	\$25,000
New Fire Hose	\$10,000
Replace Staff Cars 2025	\$125,000
Hose Testing Machine	\$5,000
Training Prop	\$30,000

Respectfully Submitted,

Chief Buffenbarger



Michael A. Brown
Chief of Police

Trustee Report April 3, 2023

Training

- CPR classes will be held on-line for our officers.
- No other classes scheduled in April.

Fiscal

Budget 2023 (Final Appropriation)	\$3,051,100.00
Expenditures as of March 28, 2023	\$652,942.13
% of Budget Used	21%
% of Budget Year Target for the end of March	24.9%
% of Budget Remaining	79%
Cash Balance as of March 28, 2023	\$1,637,662.91

EVENTS/APPEARANCES

- On March 20th, Chief Brown attended the ASRT Committee Meeting.
- On March 23rd, Chief Brown attended a meeting with Judge McNamee regarding drug court.
- On March 27th, Chief Brown attended the Bike Rodeo Meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'MAB', written in a cursive style.

Michael A. Brown
Chief of Police



Michael A. Brown
Chief of Police

Police Blotter

March 16, 2023

- Business and house checks
- Traffic stops
- Fraud report on Middle Run Road
- Theft arrest on Wilmington Pike

March 17, 2023

- Community policing
- Suspicious vehicle on Wilmington Pike
- Welfare check on Surrey Trail

March 18, 2023

- An animal complaint on Clio Road
- Welfare check in Bayberry Cove Drive

March 19, 2023

- Noise complaint on Surrey Trail
- Crash report on Wilmington Pike
- Theft report on Little Sugar Creek Road
- Domestic dispute on Nature Court

March 20, 2023

- Nothing to Report

March 21, 2023

- Breaking & Entering on Kables Mill Drive
- Community policing

March 22, 2023

- Nothing to Report

March 23, 2023

- Criminal damaging on Oak Creek Drive
- Community policing
- Business checks

March 24, 2023

- Theft report on Feedwire Road
- Suspicious person on Wilmington Pike
- Theft arrest on Wilmington Pike
- Theft report on Kilkenny Court

March 25, 2023

- Crash report on Upper Bellbrook Road
- Welfare check on Bayberry Cove Drive
- Theft report on Little Sugarcreek Road

March 26, 2023

- Nothing to Report

March 27, 2023

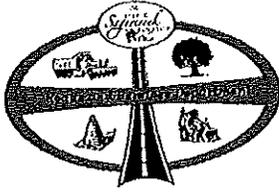
- Crash report on Catalpa View Way
- Community policing
- An animal complaint on Surrey Trall

March 28, 2023

- Theft report on Upper Bellbrook Road
- 911 Hang up on Stewart Road

March 29, 2023

- Crash report on Wilmington Pike
- Suspicious Vehicle on Wilmington-Dayton Road
- Theft arrest on Wilmington Pike
- Criminal damaging on Swigart Road



**Staff Report for
Sugar Creek Township Trustees
April 3, 2023**

The following information is a snapshot of the activities and areas of responsibilities for the Sugar Creek Township Roads and Services Department.

Calls for Service:

- We had four call outs for this time period due to flooding and trees down

Accomplishments:

- Remove signs from ROW (5)
- Change radar batteries (2)
- Milled a section of Brown Rd, leveled and smoothed roadway
- Removed dead deer- Centerville Rd, Lower Bell, LSC
- Troubleshoot 701- replace alternator
- Worked on crosswalk- Upper Bell- secured pole
- Road review (5)- heavy rain
- Cleaned ditch lines- Ferry, Middle Run, Vimark, Conference, Carpenter, Sears
- Cut back brush and limbs, repair fence- walk path
- Remove downed tree- Pine Ct, Washington Mill
- Patch potholes- Spahr, Pine Ct
- Meeting with homeowner- Memorial Dr, Sonoma
- Refabricate grate for storm drain- Ferry Rd
- Replace Township sign- Wilmington Pike
- Assisted PD with closing of 725
- Repair equipment and tools in shop area
- Addressed several water issues throughout Twp
- Delivered Fire implements to Station 71
- Cleaned inlet of bridge on Timber Tr
- Interview with prospective employee
- Met with Greene County to inspect pipe- Windy Bluff
- Mowed and trimmed plaza area, 2090 Ferry Rd

Respectfully,

Dale Owens
Director of Roads and Services

SUGARCREEK TOWNSHIP, GREENE COUNTY

3/31/2023 9:19:12 AM

UAN v2023.2

Payment Listing

3/20/2023 to 3/31/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
90399	01/10/2023	01/10/2023	AW	LOWE'S COMPANIES INC.	\$304.15 *	V
			Purpose: MISC PURCHASES			
90399	03/27/2023	03/27/2023	AW	LOWE'S COMPANIES INC.	-\$304.15	V
90690	03/20/2023	03/20/2023	AW	DUNCAN OIL COMPANY	\$1,705.62	O
			Purpose: FUEL			
90691	03/20/2023	03/20/2023	AW	ODP BUSINESS SOLUTIONS,LLC	\$52.13	O
			Purpose: SUPPLIES			
90692	03/20/2023	03/20/2023	AW	MUFFLER BROTHERS	\$584.53	O
			Purpose: CAR 115, 119 AND 109			
90693	03/20/2023	03/20/2023	AW	TIME WARNER CABLE	\$46.33	O
			Purpose: CABLE			
90694	03/20/2023	03/20/2023	AW	A1 ABLE PEST DOCTORS	\$500.00	O
			Purpose: PEST CONTROL			
90695	03/20/2023	03/20/2023	AW	BARRY TIFFANY	\$750.00	O
			Purpose: CAR ALLOWANCE AND CELL PHONE			
90696	03/20/2023	03/20/2023	AW	CARA TILFORD	\$450.00	O
			Purpose: CELL PHONE AND CAR ALLOWANCE			
90697	03/20/2023	03/20/2023	AW	CAROLYN L. DESTEFANI	\$20.00	O
			Purpose: CELL PHONE			
90698	03/20/2023	03/20/2023	AW	FRED CRAMER	\$20.00	O
			Purpose: CELL PHONE			
90699	03/20/2023	03/20/2023	AW	MARVIN MOELLER	\$20.00	O
			Purpose: CELL PHONE			
90700	03/20/2023	03/20/2023	AW	DALE OWENS	\$20.00	O
			Purpose: CELL PHONE			
90701	03/20/2023	03/20/2023	AW	RICHARD CIPRIANO	\$20.00	O
			Purpose: CELL PHONE			
90702	03/20/2023	03/20/2023	AW	JOSHUA DARNELL	\$20.00	O
			Purpose: CELL PHONE			
90703	03/20/2023	03/20/2023	AW	CHASE MORGAN	\$20.00	O
			Purpose: CELL PHONE			
90704	03/20/2023	03/20/2023	AW	TAYLOR STINSON	\$20.00	O
			Purpose: CELL PHONE			
90707	03/21/2023	03/21/2023	AW	R & A CONCRETE LLC	\$27,763.00	O
			Purpose: CONCRETE FLOOR IN STA 71			
90708	03/21/2023	03/21/2023	AW	GATEWAY AUTO CLINIC	\$76.39	O
			Purpose: C70 OIL CHANGE			
90709	03/21/2023	03/21/2023	AW	CITY OF XENIA	\$10,000.00	O
			Purpose: LGIF LOAN PAYMENT			
90710	03/21/2023	03/21/2023	AW	MOTOROLA SOLUTIONS, INC.	\$2,497.50	O
			Purpose: RADIO PROGRAMMING			
90711	03/21/2023	03/21/2023	AW	ALCOR SUPPLY & FIXTURE COMPANY	\$355.50	O
			Purpose: PAPER PRODUCTS			
90712	03/21/2023	03/21/2023	AW	WASH IT DEAN	\$50.00	O
			Purpose: CAR WASHES			
90713	03/21/2023	03/21/2023	AW	DnD UNIFORMS, INC.	\$23.00	O

SUGARCREEK TOWNSHIP, GREENE COUNTY

3/31/2023 9:19:12 AM

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Payment Listing

3/20/2023 to 3/31/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
		Purpose: RADIO BATTERY				
90738	03/27/2023	03/27/2023	AW	MEGACITY FIRE PROTECTION	\$191.40	O
		Purpose: ANNUAL INSPECTION				
90739	03/27/2023	03/27/2023	AW	SEDGWICK	\$5,035.00	O
		Purpose: ANNUAL GROUP RATING FEE				
90740	03/27/2023	03/27/2023	AW	POLLACK LAW, LLC	\$3,290.00	O
		Purpose: LEGAL FEES				
90741	03/27/2023	03/27/2023	AW	KIESLER'S POLICE SUPPLY, INC.	\$2,602.17	O
		Purpose: BULLET PROOF VESTS				
90742	03/27/2023	03/27/2023	AW	DnD UNIFORMS, INC.	\$8.50	O
		Purpose: TIE CLIP				
90743	03/27/2023	03/27/2023	AW	O'REILLY AUTOMOTIVE, INC.	\$6.60	O
		Purpose: MINI BULB				
90744	03/28/2023	03/28/2023	AW	CHARTER COMMUNICATIONS	\$734.72	O
		Purpose: MONTHLY SERIVCE				
90745	03/28/2023	03/28/2023	AW	MICHAEL BROWN	\$50.00	O
		Purpose: CELL PHONE				
90746	03/28/2023	03/28/2023	AW	DOUG EVANS	\$20.00	O
		Purpose: CELL PHONE				
90747	03/28/2023	03/28/2023	AW	MARK WHITE	\$20.00	O
		Purpose: CELL PHONE				
90748	03/28/2023	03/28/2023	AW	ADVANCE AUTO PARTS	\$87.08	O
		Purpose: BRAKE PADS				
90749	03/28/2023	03/28/2023	AW	MUFFLER BROTHERS	\$273.24	O
		Purpose: CAR 112				
90750	03/28/2023	03/28/2023	AW	TREASURER OF STATE	\$100.00	O
		Purpose: MONTHLY ACCESS FEE				
90755	03/28/2023	03/28/2023	AW	ODP BUSINESS SOLUTIONS,LLC	\$433.17	O
		Purpose: SUPPLIES				
90756	03/28/2023	03/28/2023	AW	DUNCAN OIL COMPANY	\$3,766.54	O
		Purpose: FUEL				
Total Payments:					\$196,161.30	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$196,161.30	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.



**SUGARCREEK TOWNSHIP
RESOLUTION NO. 2023.04.03.01**

IN RE: Resolution Authorizing the Township Administrator to Enter into an Agreement with the City of Xenia and Greene County for the Provision of Dispatching Services

WHEREAS, the Township Trustees, along with staff, have thoroughly reviewed all options for public safety dispatching services; and

WHEREAS, the City of Xenia and Greene County, operating and commonly known as "Greene Central", currently provides public safety dispatching services to Sugar Creek Township and several agencies including Xenia Police, Xenia Fire, Greene County Sheriff, several township fire departments, and several village and university law enforcement departments; and

WHEREAS, Sugar Creek Township, the City of Xenia and Greene County have negotiated an Agreement for the provision of timely, cost efficient and effective public safety dispatch services; and

WHEREAS, the term of this Agreement shall be three (3) years, beginning on January 1, 2023, and ending December 31, 2025. Thereafter, this Agreement shall automatically renew for one (1) year [January 1, 2026, to December 31, 2026], unless Sugar Creek provides written notice to Xenia and the County, no later than January 1, 2025, of its desire to not renew for the additional one (1) year term; and

WHEREAS, the Agreement may be terminated by any of the parties with one (1) year prior notice,

NOW THEREFORE, BE IT RESOLVED, that the Township Administrator is hereby authorized to execute the attached Agreement for the provision of Dispatch Services.

Carolyn Destefani, Chairperson

Fred Cramer, Vice Chairperson

Marvin Moeller, Trustee

Richard Demko, Fiscal Officer

**AGREEMENT BETWEEN THE CITY OF XENIA, OHIO, GREENE COUNTY,
OHIO, AND SUGARCREEK TOWNSHIP, OHIO, FOR DISPATCH SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Xenia, Ohio, ("Xenia"), the Board of County Commissioners of Greene County, Ohio ("County"), and the Sugarcreek Township, Greene County, Ohio, ("Sugarcreek") herein collectively referred to as the "Parties."

RECITALS

- I. This Agreement is entered into between the Parties, as political subdivisions of the State of Ohio, pursuant to the authority granted by Sections 9.482 and 307.15 of the Ohio Revised Code.
- II. The County and the City entered into a Consolidated Dispatch Agreement, as partners, for the operation of the Xenia-Greene Consolidated Dispatch Center ("XGCCC"), whereby the partners agreed to contract with other governmental entities for the provision of public safety/9-1-1 dispatch services ("Services") by the XGCCC.
- III. The continuation of timely, cost efficient and effective Services is a shared priority among the County, Xenia, and Sugarcreek.
- IV. It is the desire of the County, Xenia, and Sugarcreek to continue the cost savings and service enhancement benefits through the consolidation of the Services.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, it is hereby agreed by the Parties as follows:

A. Definitions.

- (1) CAD. Computer-Aided Dispatch System.
- (2) Call for Service. A communication requesting police, fire, and/or emergency medical services, whether emergency or nonemergency, received from the public or from governmental agencies that is not received via the 9-1-1 system.
- (3) Dispatch Services ("Services"). For the purposes of this Agreement, standard Services shall include:
 - a. Receiving 9-1-1 Calls pertaining to emergencies that are the responsibility of Sugarcreek.
 - b. Receiving Calls for Service that are the responsibility of Sugarcreek.
 - c. Dispatching the appropriate Sugarcreek personnel in response to a 9-1-1 Call or a Call for Service, as well as dispatching the appropriate Sugarcreek or Sugarcreek personnel where it is necessary for such personnel to be dispatched and/or otherwise directed by radio communication by a dispatcher.
 - d. Receiving and radio broadcasting administrative information, such as weather announcements and other similar information.
 - e. Receiving and responding to Field Initiated Calls from authorized Sugarcreek personnel and entering the same into CAD.
 - f. Receiving Requests for Information and radio broadcasting verbal explanations of requested LEADS, CAD or other information to authorized Sugarcreek personnel.
 - g. Providing dispatch communications for Sugarcreek's police, fire, and/or EMS personnel actively engaged in traffic stops, police investigations, firefighting, emergency medical services, and any other situation to which a User must respond.
 - h. Paging/calling Sugarcreek's public service (street/road, water, sewer, etc.) personnel after

- hours and weekends when needed for emergency service callouts.
- i. Conducting all radio communications in accordance with applicable rules and regulations of the FCC and perform all LEADS and NCIC functions in accordance with the rules and regulation of each.
 - j. Maintaining contracts/licenses and all necessary equipment to access and provide LEADS or NCIC information in response to a Request for Information.
 - k. Maintaining copies of all warrants, no contact orders and protection orders issued by a court of competent jurisdiction, and all stolen guns, stolen articles, stolen vehicles, missing persons, and supervised releases and take all actions necessary to register the same with LEADS and/or NCIC, and any other appropriate agency and/or system.
 - l. Maintaining records (digital or otherwise) of all communications when and as required by Ohio law.
 - m. Maintaining secondary/backup equipment to assure provision of dispatch services on a twenty-four (24) hour per day, seven (7) day a week basis.
 - n. Dispatch Service shall not include a dispatch console station dedicated to Sugarcreek.
- (4) Field Initiated Call. A radio communication or a Request for Information received by the XGCCC from authorized Sugarcreek personnel in the field.
 - (5) LEADS. Ohio Law Enforcement Automated Data System.
 - (6) NCIC. National Crime Information Center.
 - (7) 9-1-1 Call. A communication requesting police, fire, and/or emergency medical service received from the public or from governmental agencies via the 9-1-1 system.
 - (8) 9-1-1 System. The system through which individuals can request emergency service using the telephone number 9-1-1.
 - (9) OAC. Ohio Administrative Code.
 - (10) ORC. Ohio Revised Code.
 - (11) Request for Information. A request from authorized Sugarcreek personnel for information from LEADS, NCIC or CAD.

B. Provision of Services.

- (1) The XGCCC will provide the Services to Sugarcreek on a twenty-four (24) hour, seven (7) days per week, three hundred and sixty-five (365) days per year basis. All Services shall be provided in accordance with the technical and operational standards for Public Safety Answering Points set forth by the ORC and OAC.
- (2) The XGCCC shall furnish all equipment necessary to provide the Services including, but not limited to, base station radio equipment, furniture, consoles, telephones, and computer equipment directly related to dispatch functions, and shall maintain such equipment in a reasonable manner.
- (3) The XGCCC will provide to Sugarcreek information on annual performance of dispatch operations and the Services including, but not limited to, total numbers of calls for service, average time from receipt of call to dispatch of personnel, average response time for calls.

C. User Responsibilities.

- (1) Sugarcreek shall be responsible for providing and maintaining all equipment appropriate and necessary for their personnel to receive the Services in the field including, but not limited to, portable radios, mobile radios, mobile data terminals, in-car radio equipment, monitors, or other appropriate equipment, in accordance with their respective operational needs. Sugarcreek shall be responsible for the updating or replacing of all equipment necessary to receive the Services.
- (2) Sugarcreek shall:
 - a. Conform to the countywide numbering system in use within Greene County, Ohio;
 - b. Conform to established radio procedures using the XGCCC's standard signals and codes;
 - c. Comply with all applicable FCC rules and regulations;
 - d. Comply with protocols and adhere to standards established by the XGCCC or any other controlling entity;
 - e. Provide XGCCC with its personnel rosters, radio ID aliases, and duty schedules, and shall provide updated information when there are changes of User's personnel, or as requested by XGCCC;
 - f. Provide XGCCC with the names and phone numbers of at least three (3) emergency contacts for water, sewer, street or other maintenance emergencies.

D. Term. The term of this Agreement shall be three (3) years, beginning on January 1, 2023, and ending December 31, 2025. Thereafter, this Agreement shall automatically renew for one (1) year [January 1, 2026, to December 31, 2026], unless Sugarcreek provides written notice to Xenia and the County, no later than January 1, 2025, of its desire to not renew for the additional one (1) year term.

E. Annual User Fee.

- (1) Sugarcreek will pay to Xenia, as the managing partner of the XGCCC, for the provision of the Services under this Agreement an annual fee for each year of the term of this Agreement, as such fees are set forth in Exhibit A, attached hereto and hereby made a part of this Agreement as if fully written herein.
- (2) The Annual Fees listed in Exhibit A will be billed quarterly by the Xenia Finance Department and are payable quarterly in advance by Sugarcreek. Quarterly billing dates shall be March 1st, June 1st, September 1st, and December 1st. Payments will be due to Xenia no later than fifteen (15) days after billing.
- (3) The Annual Fees remitted by Sugarcreek for the Services include payment for base operational and maintenance costs for the Services provided by the XGCCC.

F. 9-1-1 Fees. 9-1-1 cell phone fees received by Sugarcreek will continue to be remitted to Xenia, to be used for sustaining the XGCCC's dispatch infrastructure and operational capacity.

G. XGCCC Communications Board. Sugarcreek shall assign a member to the XGCCC Communications Board, to be chosen by the Sugarcreek City Manager.

H. Dispute Resolution. The County, Xenia, and Sugarcreek agree that should disputes arise between them pertaining to the interpretation of this Agreement or the alleged breach of this Agreement by any party, representatives for the Parties will work in good faith to resolve such disagreements in a timely and amicable manner. Should the dispute resolution efforts of the Parties be unsuccessful, a third-party mediation service will be selected by mutual consent of the Parties at shared expense to attempt to negotiate a settlement.

I. Termination.

- (1) The County and Xenia may terminate this Agreement for nonpayment of any of the quarterly payments of the Annual User Fee, as set forth in Section E., when Sugarcreek's quarterly payment of the required Annual User Fee is delinquent for ninety (90) days or more.
- (2) This Agreement may be terminated at any time upon the mutual written agreement of the Parties.
- (3) This Agreement may be terminated without cause by the County and Xenia (collectively), or by Sugarcreek (individually), upon written notice to the other parties of intent to terminate this Agreement as of December 31st of any year of the Term. Such notice shall be provided not later than January 1st of the year in which the party or parties intend to terminate as of December 31st. Payment of the Annual User Fee up to the date of the December 31st termination shall be made by Sugarcreek in accordance with Section E. of this Agreement.

J. Representation and Warranties.

- (1) Xenia and the County represent and warrant to Sugarcreek that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing bodies and this Agreement constitutes a legal, valid, and binding obligation of Xenia and the County in accordance with its terms. Xenia and the County further represent and warrant to Sugarcreek that to the best of their knowledge, there is no pending or threatened litigation or government proceeding that would adversely affect the performance of their respective obligations under this Agreement.
- (2) Sugarcreek represents and warrants to Xenia and the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body and that this Agreement constitutes a legal, valid, and binding obligation of Sugarcreek in accordance with its terms. Sugarcreek further represents and warrants to Xenia and the County that to the best of its knowledge, there is no pending or threatened litigation or government proceeding that would adversely affect the performance of its respective obligations under this Agreement.

K. Other Provisions.

- (1) Radios. Sugarcreek's law enforcement personnel shall remain on its current radio talk group. Sugarcreek's fire & EMS personnel shall move to the Greene Fire East (GFE) talkgroup and will be dispatched from a combined fire dispatch console. The reprogramming cost of any radios, pagers, and/or station alerting equipment shall be at Sugarcreek's cost. The XGCCC shall pay for any costs associated with reprogramming radio dispatch consoles and/or paging equipment within the XGCCC.
- (2) Home Checks. The XGCCC will not handle house check requests or returns within Sugarcreek, nor maintain a book or list of active house checks within Sugarcreek. All house check requests and returns will be handled and maintained by the Sugarcreek Police Department.
- (3) LEADS Faxing/Printing. The XGCCC will not fax or print LEADS documents directly to the Sugarcreek Police Department, in accordance with LEADS rules and regulations. All LEADS documents requested by the Sugarcreek Police Department will be obtained by a Sugarcreek officer, in person, at the XGCCC.
- (4) Lobby Phone. XGCCC will not use nor maintain a connection to the video phone located in the Sugarcreek Police Department lobby. Sugarcreek will reprogram said lobby phone to forward calls from said phone to the Sugarcreek nonemergency phone number.

L. Miscellaneous.

(1) Severability. In the event any term, provision or restriction of this Agreement shall be held to be illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall in no way affect the legality, validity, or enforceability of the remaining provision of this Agreement, all of which shall continue unaffected and unimpaired thereby. The Parties agree that any such unenforceable term, provision or restriction shall be deemed modified to the extent necessary to permits its enforcement to the maximum extent permitted by applicable law.

(2) Notice. Any notices required to be served under this Agreement shall be sent via certified mail, return receipt requested, or by personal service upon the following:

For Xenia:
City Manager's Office
City of Xenia
107 E. Main Street
Xenia, OH 45385

For County:
County Administrator's Office
Greene County
35 Greene Street
Xenia, OH 45385

For Sugarcreek:
Township Administrator
Sugarcreek Township
2090 Ferry Road
Sugarcreek Township, OH 45305

(3) Nonwaiver. The failure of any party to this Agreement to enforce any provision of the terms and conditions of this Agreement shall not constitute a waiver of such provision nor diminish the right of any party to any remedies.

(4) Assignment.

- a. The rights and obligations of Sugarcreek under this Agreement may only be assigned upon written consent of Xenia and the County.
- b. The rights and obligations of Xenia and the County under this Agreement may only be assigned upon the written consent of Sugarcreek. Upon receiving written notice of Xenia and the County's intent to assign its rights and obligations under this Agreement, Sugarcreek shall have sixty (60) days to provide Xenia with its written consent to such assignment. If written consent is not received within sixty (60) days, Sugarcreek shall be deemed to have terminated this Agreement as to itself, which termination shall be effective on the one hundred twentieth day (120) following Sugarcreek's receipt of the written notice of intent to assign.

(5) Governing Law. This Agreement, and all rights, obligations, and remedies of the parties hereunder, shall be construed and governed by the laws of the State of Ohio.

(6) Amendments. This Agreement may only be modified or amended upon written agreement of the parties, as evidenced by a written addendum to this Agreement.

(7) Liability. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other. Chapter 2744 of the Ohio Revised Code shall

apply to each party hereto, and each party shall retain any immunity to liability provided under Chapter 2744 of the Ohio Revised Code.

- (8) Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (9) Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement.
- (10) Electronic Signatures. This Agreement may be signed with the use of facsimile and electronic signatures, which shall be considered valid and binding on the Parties.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement by and through their duly-authorized representatives:

SUGARCREEK TOWNSHIP, OHIO

By: _____
Barry Tiffany, Township Administrator

Date

GREENE COUNTY, OHIO

By: _____
Brandon Huddleson, County Administrator

Date

Approved as to form:

Cheri Stout, Civil Division Chief
Greene County Prosecutor's Office

Date

CITY OF XENIA, OHIO

By: _____
Brent W Merriman, City Manager

Date

Approved as to form:

Donnette A. Fisher

Donnette Fisher, Law Director

03/21/2023
Date

EXHIBIT A

In accordance with Section E. of this Agreement, Sugarcreek will pay an Annual User Fee for the provision of the Services provided under this Agreement as follows:

2023	\$300,000
2024	\$290,000
2025	\$270,000
2026	\$250,000



SUGARCREEK TOWNSHIP
RESOLUTION NO. 2023.04.03.02
IN RE: Year 2023 Permanent Appropriations

WHEREAS, the Board of Trustees has a duty under law to adopt and maintain a balanced budget; and,

WHEREAS, this Board, along with the Fiscal Officer and Township Administrator, have examined the estimate of revenues; and,

WHEREAS, it is evident that the proposed 2023 Appropriations for each Fund do not exceed estimated revenues, which may include 2022 carryovers and additional income, as certified to the Greene County Auditor's Office by the Township Fiscal Officer,

NOW THEREFORE, BE IT RESOLVED, that the following permanent appropriations be placed into effect:

1000	General Fund	
	Personal Services (Salaries)	\$ 422,430.00
	Employee Benefits	\$ 189,840.00
	Purchased Services	\$ 163,100.00
	Supplies & Materials	\$ 11,000.00
	Other Dues and Fees	\$ 1,000.00
	Health Districts	<u>\$ 33,280.00</u>
	<i>Total General Fund:</i>	<i>\$ 820,650.00</i>
2011	Motor Vehicle License Tax	\$ 30,000.00
2021	Gasoline Tax	\$ 225,000.00
2031	Road and Bridge	
	Personal Services	\$ 506,300.00
	Other	<u>\$ 559,126.16</u>
	<i>Total Road and Bridge:</i>	<i>\$1,065,426.10</i>
2081	Police District	
	Personal Services	\$2,564,000.00
	Other	<u>\$ 507,100.00</u>
	<i>Total Police District:</i>	<i>\$3,071,100.00</i>
2112	Fire District	
	Personal Services	\$2,566,500.00
	Other	<u>\$ 765,400.00</u>
	<i>Total Fire District:</i>	<i>\$3,331,900.00</i>

2231	Permissive Motor Vehicle Gas Tax	\$ 200,000.00
2281	Ambulance and Emergency Medical	
	Personal Services	\$ 133,420.00
	Other	\$ 64,700.00
	<i>Total Ambulance and Emergency Medical:</i>	\$ 198,120.00
2902	Jim Martin Memorial Fund	\$ 25.00
2904	Centerville Fire Ancillary	\$ 110,000.00
2906	Police Trust Fund	\$ 25,582.61
2907	Police Cell Tower Receipts	\$ 24,000.00
2908	Fire Cell Tower Receipts	\$ 24,000.00
2911	American Rescue Plan Fund	\$ 575,280.86
3102	General Bond Retirement	\$ 132,275.00
3901	Clyo Road TIF II	\$ 24,100.00
2909	MEP	\$ 4,350.00
2912	Veterans Memorial Fund	\$ 55,598.53
4901	Center Point Capital Project	\$.03
2913	Carpenter Road Project	\$ 314,707.68

Total Temporary Appropriations \$10,232,115.87

FURTHER BE IT RESOLVED, that the above aggregate amounts be appropriated based upon the attached submittals (hereby incorporated) and a copy shall be sent to the Greene County Auditor.

Carolyn L. Destefani, Chairperson

Fred Cramer, Vice Chairperson

Marvin Moeller, Trustee

Richard J. Demko, Fiscal Officer



**SUGARCREEK TOWNSHIP
RESOLUTION NO. 2023.04.03.03**

IN RE: Appoint Administrative Assistant/Social Media and Marketing Coordinator – Brianna McCaleb

WHEREAS, the continuing need exists to maintain proper staffing within the Sugar Creek Township Administration Department; and,

WHEREAS, a vacancy exists within the position of Administrative Assistant/Social Media and Marketing Coordinator; and,

WHEREAS, this vacancy was advertised and applications for the position were evaluated; and,

WHEREAS, personal interviews were conducted by the Township Administrator; and,

WHEREAS, after a review of the candidates, it was determined that Brianna McCaleb met or exceeded all requirements,

NOW THEREFORE, BE IT RESOLVED, that this Board of Trustees appoints Brianna McCaleb as full-time Administrative Assistant/Social Media and Marketing Coordinator at the entry level rate of \$18.95 per hour,

FURTHER BE IT FURTHER RESOLVED, that Ms. McCaleb's employment shall have an effective date of April 10, 2023, and is subject to a one (1) year probationary period ending April 10, 2024.

Carolyn L. Destefani, Chairperson

Fred Cramer, Vice Chairperson

Marvin Moeller, Trustee

Richard J. Demko, Fiscal Officer



**SUGARCREEK TOWNSHIP
RESOLUTION NO. 2023.04.03.04**

IN RE: Appointment of Roads and Services Department Personnel
Ian Tamplin

WHEREAS, the continuing need exists to maintain proper staffing within the Sugar Creek Township Roads and Services Department; and,

WHEREAS, Township Administrator Barry P. Tiffany is recommending the appointment of Ian Tamplin to Full-Time Service Worker I; and,

WHEREAS, Mr. Barry P. Tiffany states the 2023 Budget has sufficient funds allocated for this appointment.

NOW THEREFORE, BE IT RESOLVED that Ian Tamplin shall be appointed to the position of Full-time Service Worker I at the pay rate of \$18.23 per hour, payable on a bi-weekly basis.

BE IT FURTHER RESOLVED this appointment for Mr. Tamplin shall have an effective date of April 10, 2023, and is subject to a one (1) year probationary period ending April 10, 2024.

Carolyn L. Destefani, Chairperson

Fred Cramer, Vice Chairperson

Marvin Moeller, Trustee

Richard J. Demko, Fiscal Officer