



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**REGULAR MEETING \*ZOOM\***  
**Monday, March 1, 2021, 7:00 P.M.**

**REGULAR SESSION:**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Reports**
  - A. Administrator
  - B. Zoning
  - C. Fiscal Officer
  - D. Fire
  - E. Police
  - F. Roads and Services
  - G. Information Technology
  - H. Trustees
- 5. Public Comments** - Limited to five minutes per person. Agenda related business only.  
(Time cannot be yielded to another person.)
- 6. Old Business**
  - A. City of Bellbrook, Bellbrook Sugarcreek Parks and Schools Meeting - March 22, 2021, 5:30 pm
- 7. Consent Agenda Items**
  - A. Payment of Bills
  - B. Approval of Minutes
  - C. Infrastructure Ordinance to Proceed with SRTS Funding Request – 2021.03.01.01
  - D. Approving the Amended Solid Waste Management Plan of the Greene County Solid Waste Management District – 2021.03.01.02
  - E. Authorizing the Township Administrator to Enter into Contract with Choice One Engineering for the purposes of Carpenter Road Improvements – 2021.03.01.03
  - F. Authorizing the Township Administrator to Submit an Application for a Community Investment Grant from Greene County Board of Commissioners and Act as Signatory – 2021.03.01.04
  - G. Amending the Management and Financing Agreement on I-675/Wilmington Pike Interchange Project and Authorizing Township Administrator to Act as Signatory – 2021.03.01.05
- 8. Discussion Agenda Items**
  - A. 4 Stears ICE Rescue Suit and 2 Mustang Survival Ice Commander Suit for Fire Department

**9. Public Comments** - Limited to five minutes per person. Township related business only.  
(Time cannot be yielded to another person.)

**10. Trustee/Staff Discussion**

**11. 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  
March 1, 2021**

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

- The Township Clean-Up Day is set for April 10<sup>th</sup>. The major roads in the Township have been divided up into 56 sections to be adopted for the day and cleaned of trash and rubbish. We have trash bags and gloves ready and are working on identifying clothing for the volunteers. Those interested are encouraged to call Courtney at our office or visit the Township website for more information.
- The 675/Wilmington Pike Corridor Project is moving forward with preliminary study work to determine the extent of improvements needed for the area. We will be submitting for grants and loans to cover the cost for the Township to participate as a partner on the projects.
- Local resident Jim Martin will be honored the weekend of April 24<sup>th</sup> for his 100<sup>th</sup> birthday. The planned event will take place Friday, Saturday and Sunday at Sky Dive Greene County airport and include several parachute jumps and two aircraft of the same type that Mr. Martin and so many others jumped out of on D-Day. More info to come.
- The Insurance claim for the IT infrastructure failure has been filed and is moving forward on getting thing finalized for replacement and repair. Most systems are operational at this time with temporary measures. The main UPS for the building has arrived at the electrician's office and we are scheduling installation.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "B. Tiffany", written in a cursive style.

Barry P. Tiffany  
Township Administrator



**Staff Report for the Sugar Creek Township Board of Trustees  
February 16, 2021 to February 25, 2021**

The following is a snapshot of the activities and areas of responsibility for the Sugar Creek 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:**

- **February 25, 2021 BZA Meeting**
  - **BZA02-2021:** Applicant, Ernst Ready Mix Inc., is requesting Variances from Section 4.10 C. 4. c. and 4.15 A. of the Sugar Creek Township Zoning Resolution to allow for the construction of a 48' x 64' building associated with a non-conforming use to accommodate the indoor storage of pumps. The subject property is located at 2130 Ferry Road, can be further identified by parcel number L32000100110000400, contains 21.669 acres and is located in the I-1 (Industrial), E (Estate Residential) and W-P (Well Field Protection Overlay) Districts. *NOTE: The BZA previously approved Variances for the construction of a 40' x 48' building, but the applicant inadvertently requested the incorrect size in the previous submission.*
  - **BZA03-2021:** Applicants, Bryan and Terri Pelley, are requesting a Variance from Section 4.13 3. b. of the Sugar Creek Township Zoning Resolution to allow for the construction of an above ground pool and deck totaling approximately 1,157 square feet. The applicants have detached structures existing on the parcel totaling 2,593 SF. Together the existing and proposed structures would exceed the allowance for detached accessory structures by 1,250 SF. The subject property is 1530 Sugarhill Lane, can be further identifiable by parcel number L320002000270005500, contains 5.124 acres and is located in the A-1 (Agricultural) District.

- **BZA04-2021:** Applicant, Nick and Edna Weller Charities, Inc., is requesting Conditional Use Approval a recreational and educational use. A 3,200 SF nature center would be constructed, as would an access driveway and parking lot. Existing nature trails will be incorporated into the project and upgraded with some new walking trails added. An observation deck facing and adjacent to the Little Miami River is also proposed, as is a replica maple sugar house. The subject property is 2760 Upper Bellbrook Road, can be further identifiable by parcel numbers L32000200300007900 and L32000200300005800, contains approximately 105.5 acres total and is located in the A-1 (Agricultural) District.
- **March 25, 2021 BZA Meeting**
  - **BZA05-2021:** Applicant, Wade Smith, is requesting a Variance from Section 4.11 G. Table 4-4 to allow for the construction of a single-family dwelling at a setback of approximately 70' from the front property line (125' required). The subject property is Lot 3 Middle Run Road, can be further identifiable by parcel number L32000100080005800, contains 5 acres and in located in the A-1 (Agricultural) District.

**Zoning Commission Activities:**

- **March 2, 2021 BZC Meeting**
  - **BZC01-2021:** Applicant, Phillip M. Herres, is requesting a map amendment to the Sugarcreek Township Zoning Resolution to rezone 54.882 acres located at 4267 and 4271 Clys Road from A-1 (Agricultural) District to PUD-R (Residential Planned Unit Development) District. The subject parcels can be further identified by parcel numbers L32000100020006700 and L32000100020000800 and are owned by Phillip M. Herres and Gigi Ellen Withrow, Trustees. The applicant is also requesting preliminary development plan approval under Article 5 of the Sugarcreek Township Zoning Resolution for approval of the preliminary plan for a proposed subdivision.
- **April 6, 2021 BZC Meeting**
  - **BZC02-2021:** Grand Communities, LLF is requesting a map amendment to the Sugarcreek Township Zoning Resolution to rezone 13 acres from B-2 to PUD-R (Residential Planned Unit Development) District located on the east side of Center Point Drive (just north of the Redwood development). The subject property is part of parcel L3200010030029800 and is owned by Michael D. Spears, James P. Grodecki and Patrick F. Spears Successor Trustee. The applicant is also requesting preliminary development plan approval under Article 5 of the Sugarcreek Township

Zoning Resolution for approval of the preliminary plan for a proposed subdivision.

**Meetings/Accomplishments:**

- Attended Greene County RPCC Executive Committee Meeting on February 16, 2021 (via Zoom)
- Preapplication meeting with property owners (BZA05-2021) held via phone on February 18, 2021
- Met with property owners to discuss land in the township on February 22, 2021 and February 24, 2021
- Met with property owners to discuss BZA05-2021 on February 24, 2021
- Completed BZA Staff Reports (BZA02-2021, BZA03-2021 and BZA04-2021)
- Prepared and sent BZA packets for the February 25, 2021 Meeting
- Certification of BZC02-2021 to the RPCC and transmitted to reviewing agencies for comment pending receipt of Property Owner's Affidavit
- Completed Staff Report on BZC01-2021
- Prepared and sent BZC packets for the March 2, 2021 Meeting
- Working on SRTS grant request (to take the path from its current terminus at Eden Meadows Way west to Soaring Heights Drive); received address and crash data mapping from ODOT as requested, waiting on MVRPC letter of support (as required for submission), parent survey process was unsuccessful-focus group with school district administration as an alternative permitted by ODOT scheduled for March 2, 2021



Jeffrey A. Leaming  
Fire Chief

## Staff Report for Sugar Creek Township Trustees February 12, 2021 thru February 26, 2021

The following information is a snap shot of the activities and areas of responsibilities for Sugar Creek Township Fire Department. This report is prepared to keep the Board of Trustees informed and the citizen apprised of their Fire Department. If further information is needed, please contact Chief Leaming at 937-848-7344.

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

- Ice Rescue
- Cold Weather Emergencies

### **Statistics:**

#### 2020 Totals

- EMS Responses: 899                      5 Overdose calls with 4 patients receiving Narcan
- Vehicle Crashes: 156
- Fire Responses: 260  
1159                      5% or 59 calls have been to Cornerstone

#### 2021 Totals Year to Date

- EMS Responses: 120                      0 Overdose calls with 0 patients receiving Narcan
- Vehicle Crashes: 19
- Fire Responses: 35  
155                      9% or 14 calls have been to Cornerstone

### **Accomplishments/Information:**

- Awarded from the State Fire Marshal's office a \$10,000 grant for radio equipment
- Completed specifications on proposed new ladder truck
- Met via Zoom with Bellbrook Lions Club
- County Health has given the department (18) Rapid COVID test kits to screen employees with any symptoms

### **Status of Significant Issues the Fire Department is Addressing:**

- Monitoring COVID-19 situation
- E 71 is Out of Service with a turbo issue and high pressure fuel pump (scheduled for repair 3/1)
- Boat motor during monthly check developed a problem with its cooling system and is now in the shop for repair
- Working to restore Uninterrupted Power Supply system to the Public Safety Building that was taken out by a power surge
- Capital needs of the department are updated and summarized below in this report

### **Scheduled Events:**

- Most regularly scheduled events and meetings have been cancelled
- Greene Co. Public Health continues to provide vaccine for EMS providers
- County Fire Departments along with Greene Co EMA meet regularly via Zoom with the Health Department

**Fiscal:**

As of February 12, 2021	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
Fire	\$2,781,710.00	\$728,156.56	\$293,581.15	\$1,785,390.94	10.458%
EMS	\$183,200.00	\$51,405.68	\$21,358.84	\$110,580.44	11.650%
Cell Tower Fund	\$24,000.00	\$24,000.00	\$0.00	\$0.00	0.00%
Department Total	\$2,988,910.00	\$803,568.24	\$314,939.99	\$1,895,971.38	10.448%

**Projected Capital Needs:**

Priority	Immediate	Moderate	Low
1	Engine \$550,000.00	Battalion Bay sensors \$1,200.00	Replace Damaged Bay Door \$2,000.00
2	5 Mobile Radio \$22,000.00	Inside Building Painting / Bay (Sta. 72) \$9,000.00	Carpet training / Day room / Bunk Room \$11,000.00
3	Station 72 Concrete Ramp Replacement \$50,000.00	Build Gear Room (In Bay Sta. 72) \$55,000.00	Kitchen (Sta. 71) \$9,000.00
4		Thermal Imaging Camera \$9,000.00	Kitchen (Sta. 72) \$12,000.00
5		Radio Batteries \$2,500.00	Painting Interior (Sta. 71) \$3,000.00
6		PPV Fans E-73 Q-72 \$5,000.00	Replace Carpet (Sta. 71) \$7,000.00
7		Search Rope & Equipment \$3,000.00	Bay Floor crack repair / repaint floor \$36,000.00
8		Front Ramp repair/replace Sta. 72 \$30,000.00	Painting (bay) (Sta. 71) \$8,000.00
9		Chain saw \$1,375.00	Wall Gear Racks \$6,500.00
10		Hand Tools \$3,000.00	Dedicated Maintenance Program \$2,500.00
11		Replace Hose \$10,000.00	Relocate Flag pole and install lighting \$2,000.00
12		Rotary saw \$600.00	
13		Station Alerting \$54,000.00	
14			
15			
16			
17			
18			
19			
20			
21			
	Total \$622,000.00		\$183,675.00
			TOTAL: \$904,675.00

Respectfully Submitted,



Jeffrey A. Leaming



Michael A. Brown  
Chief of Police

## Trustee Report March 1, 2021

### Training

- No training scheduled for March.

### Fiscal

Budget 2021 (Final Appropriation)	\$2,915,082.00
Expenditures as of February 26, 2021	\$442,631.43
% of Budget Used	15%
% of Budget Year Target for the end of March	24.9%
% of Budget Remaining	85%
Cash Balance as of February 26, 2021	\$693,836.63

## **Events/Appearances**

- On February 23<sup>rd</sup>, Chief Brown had a Zoom Meeting with the Lions Club.
- On February 24<sup>th</sup>, Chief Brown attended the Montgomery County Chief's Luncheon.

Respectfully submitted,

A handwritten signature in black ink that reads "MABrown". The letters are cursive and somewhat stylized.

Michael A. Brown  
Chief of Police



*Michael A. Brown*  
Chief of Police

## Police Blotter

### February 9, 2021

- Business and house checks
- Welfare check on Wilmington Pike
- Theft report on Bayberry Cove Drive
- Community policing

### February 10, 2021

- Nothing to Report

### February 11, 2021

- Crash report on Wilmington-Dayton Road
- An animal complaint on Settlers Bay Court
- Traffic stops

### February 12, 2021

- Crash report on Wilmington Pike
- Business checks

### February 13, 2021

- Nothing to Report

### February 14, 2021

- Business checks
- Community policing

### February 15, 2021

- Welfare check on Wilmington-Dayton Road
- Suspicious person on E. Salinas Circle
- Crash report on Upper Bellbrook Road

### February 16, 2021

- Fraud report on Surrey Trail
- Disturbance report taken on N. Lakeman Drive
- Criminal damaging on Wilmington Pike

**February 17, 2021**

- Business and house checks
- Community policing
- Theft report on Napa Valley Drive
- Welfare check on Callalily Drive

**February 18, 2021**

- Crash on Upper Bellbrook Road
- Traffic stops

**February 19, 2021**

- An animal complaint on Ferry Road
- Theft arrest on Wilmington Pike
- Fraud report on Kables Mill Drive

**February 20, 2021**

- Welfare check on Wilmington Pike
- Business checks
- Community policing
- An animal complaint on SR 725

**February 21, 2021**

- Nothing to Report

**February 22, 2021**

- Fraud report on Shepherd Road
- Trespassing on Wilmington Pike
- Traffic stops

**February 23, 2021**

- Welfare check on Surrey Trail
- Fraud report on S. Kelseys Way
- Crash report on Wilmington Pike

**February 24, 2021**

- Nothing to Report



## Staff Report for Sugar Creek Township Trustees March 1, 2021

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:

- Call out 2/14 snow

### Accomplishments:

- Changed cutting edge on 703
- Plowed snow -
- Repaired 705 spreader
- Worked/repared 704 plow
- Cleaned up cul-de-sacs
- Took F250 to Haworth for tires
- Had hose made at Napa
- Spot salted various roads
- Repair spreader on 704
- Picked up parts at K E Rose
- Worked on 701 plow
- Worked on ice dam in township house gutter - 2
- Cleaned snow away from mailboxes, driveways, and intersections
- Replaced plow shoes on 701
- Picked up parts for mailbox repairs
- Picked up dead deer on Ferry North
- Washed trucks
- Clean shop
- Picked up plow blades at Zoresco
- Repaired mailboxes – 5
- Emptied trucks and cleaned all
- Replaced hydraulic hose on 702
- Worked on strobes on 704
- Driveway permits
- Checked multiple grates and culvert pipes around township
- Checked on multiple OUPS locates
- Changed batteries on speed signs

Respectfully,

Bill Harphant  
Director of Roads and Services



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**10. Trustee/Staff Discussion**

**11. Adjourn**

## Payment Listing

2/16/2021 to 2/28/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
272-2021	02/16/2021	02/16/2021	CH	BUREAU OF WORKERS' COMPENSATION	\$5,622.92	O
				Purpose: MONTHLY PAYMENT		
354-2021	02/22/2021	02/22/2021	CH	OLD FORT BANK	\$4,988.27	O
				Purpose: MISC PURCHASES		
86415	02/16/2021	02/16/2021	AW	OFFICE DEPOT	\$318.40	O
				Purpose: SUPPLIES		
86416	02/16/2021	02/16/2021	AW	VERIZON WIRELESS	\$630.04	O
				Purpose: CELL PHONES - POLICE		
86417	02/16/2021	02/16/2021	AW	MPH INDUSTRIES, INC.	\$594.19	O
				Purpose: ANT ASSY, BEE		
86418	02/16/2021	02/16/2021	AW	TIME WARNER CABLE	\$322.41	O
				Purpose: VOICE AND TV		
86419	02/16/2021	02/16/2021	AW	RUMPKE CONSOLIDATED	\$127.85	O
				Purpose: TRASH REMOVAL		
86420	02/16/2021	02/16/2021	AW	JOHNSON CONTROLS FIRE PROTECTION	\$743.60	O
				Purpose: FIRE ALARM TESTING		
86421	02/16/2021	02/16/2021	AW	DAYTON POWER & LIGHT	\$136.93	O
				Purpose: ELECTRIC		
86422	02/16/2021	02/16/2021	AW	O'REILLY AUTOMOTIVE, INC.	\$30.29	O
				Purpose: STATEMENT		
86423	02/16/2021	02/16/2021	AW	DAYTON POWER & LIGHT	\$303.57	O
				Purpose: ELECTRIC		
86424	02/16/2021	02/16/2021	AW	TIME WARNER CABLE	\$33.70	O
				Purpose: TV SERVICES		
86425	02/16/2021	02/16/2021	AW	MEYERS PRINTING & DESIGN, INC.	\$433.93	O
				Purpose: PROPERTY TAGS		
86426	02/16/2021	02/16/2021	AW	ADVANCE AUTO PARTS	\$73.32	O
				Purpose: PARTS		
86427	02/16/2021	02/16/2021	AW	FIRE APPARATUS SERVICE AND REPAIR, I	\$1,538.94	O
				Purpose: E-72 REPAIRS		
86428	02/16/2021	02/16/2021	AW	AIRVAC	\$39.00	O
				Purpose: PARTS		
86429	02/16/2021	02/16/2021	AW	EMPLOYEECARE OF MVH	\$591.68	O
				Purpose: JAN-MAR 2021		
86430	02/16/2021	02/16/2021	AW	DELL FINANCIAL SERVICES	\$892.83	O
				Purpose: COMPUTER RENTALS		
86431	02/16/2021	02/16/2021	AW	AIRGAS USA, LLC	\$295.97	O
				Purpose: OXYGEN		
86432	02/16/2021	02/16/2021	AW	AIRGAS USA, LLC	\$17.13	O
				Purpose: OXYGEN		
86441	02/22/2021	02/22/2021	AW	MICHAEL BROWN	\$50.00	V
				Purpose: CELL PHONE REIMB		
86441	02/22/2021	02/22/2021	AW	MICHAEL BROWN	-\$50.00	V
86442	02/22/2021	02/22/2021	AW	MICHAEL BROWN	\$50.00	O
				Purpose: CELL PHONE REIMB		
86443	02/22/2021	02/22/2021	AW	TAYLOR STINSON	\$100.00	O

## Payment Listing

2/16/2021 to 2/28/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
				Purpose: CUSTOMER SERVICE AWARD		
86444	02/22/2021	02/22/2021	AW	ADAM KLARK	\$100.00	O
				Purpose: CUSTOMER SERVICE AWARD		
86445	02/23/2021	02/23/2021	AW	ZORESCO EQUIPMENT COMPANY	\$9.88	O
				Purpose: PIVOT BAR		
86446	02/23/2021	02/23/2021	AW	DC DOOR COMPANY	\$175.00	O
				Purpose: GARAGE DOOR REPAIRS		
86447	02/23/2021	02/23/2021	AW	FIRE APPARATUS SERVICE AND REPAIR, I	\$1,990.25	O
				Purpose: TRUCKS 701, 705, AND E71		
86448	02/23/2021	02/23/2021	AW	A & A SAFETY	\$1,400.00	O
				Purpose: 8' POSTS		
86449	02/23/2021	02/23/2021	AW	OHIO 811.ORG	\$724.93	O
				Purpose: 2021 GOVERNMENT ASSESSMENT		
86450	02/23/2021	02/23/2021	AW	BATTERIES PLUS	\$283.05	O
				Purpose: EXIT LIGHT AND BATTERIES		
86451	02/23/2021	02/23/2021	AW	EARHART PROPANE	\$2,654.35	O
				Purpose: PROPANE		
86452	02/23/2021	02/23/2021	AW	RUMPKE CONSOLIDATED	\$72.63	O
				Purpose: TRASH REMOVAL		
86453	02/23/2021	02/23/2021	AW	BUCKEYE POWER SALES CO., INC.	\$211.50	O
				Purpose: GENERATOR REPAIRS		
86454	02/23/2021	02/23/2021	AW	4 IMPRINT, INC.	\$3,844.38	O
				Purpose: HAND SANITIZER		
86455	02/23/2021	02/23/2021	AW	PRO ONCALL TECHNOLOGIES	\$70.00	O
				Purpose: PHONE REPAIRS		
86456	02/23/2021	02/23/2021	AW	POSITIVE PROMOTIONS, INC.	\$5,547.38	O
				Purpose: FACEMASKS - CARES ACT MONEY		
86457	02/23/2021	02/23/2021	AW	MEYERS PRINTING & DESIGN, INC.	\$28.00	O
				Purpose: RADAR STATEMENTS		
86458	02/23/2021	02/23/2021	AW	A. E. DAVID COMPANY	\$131.95	O
				Purpose: UNIFORMS AND BOOTS		
86459	02/23/2021	02/23/2021	AW	SPRINT	\$51.67	O
				Purpose: LIFEPAKS		
86460	02/23/2021	02/23/2021	AW	POLLACK LAW, LLC	\$1,925.00	O
				Purpose: LEGAL FEES		
86461	02/23/2021	02/23/2021	AW	TECH ADVISORS	\$3,805.75	O
				Purpose: TECH SUPPORT		
86462	02/23/2021	02/23/2021	AW	CARA TILFORD	\$72.57	O
				Purpose: REIMB FOR OIL CHANGE AND WIPER BLADES ON TWP CAR		
86463	02/23/2021	02/23/2021	AW	INTERSTATE FORD	\$91.62	O
				Purpose: OIL CHANGE ON B72		
86464	02/23/2021	02/23/2021	AW	PHOENIX SAFETY OUTFITTERS	\$185.00	O
				Purpose: BOOTS FOR FF BROWN		
86465	02/23/2021	02/23/2021	AW	MUFFLER BROTHERS	\$307.03	O
				Purpose: OIL CHANGES CAR 105 AND 112		
86466	02/23/2021	02/23/2021	AW	GLACIER COMPUTER LLC	\$4,066.16	O

**Payment Listing**

2/16/2021 to 2/28/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
		Purpose: TOUGHBOOK AND ACCESSORIES				
86467	02/23/2021	02/23/2021	AW	CAPITAL TIRE, INC.	\$140.00	O
		Purpose: TIRE REPLACED				
86468	02/23/2021	02/23/2021	AW	A-1 SPRINKLER CO., INC.	\$315.00	O
		Purpose: ANNUAL SPRINKLER INSPECTION				
86469	02/23/2021	02/23/2021	AW	REMCO SYSTEMS, INC.	\$473.97	O
		Purpose: RECORDS FOLDERS				
86470	02/23/2021	02/23/2021	AW	MUNICIPAL EMERGENCY SERVICES DEPC	\$299.87	O
		Purpose: CALIBRATION GAS				
86471	02/23/2021	02/23/2021	AW	CITI CARDS	\$439.72	O
		Purpose: MISC PURCHASES				
86472	02/23/2021	02/23/2021	AW	WAL-MART COMMUNITY/GEMB	\$21.72	O
		Purpose: SUPPLIES				
86473	02/23/2021	02/23/2021	AW	NAVIA BENEFIT SOLUTIONS, INC.	\$60.00	O
		Purpose: FEB COBRA				
86474	02/23/2021	02/23/2021	AW	LYKINS OIL COMPANY	\$1,913.10	O
		Purpose: FUEL				
86475	02/23/2021	02/23/2021	AW	O'REILLY AUTOMOTIVE, INC.	\$169.52	O
		Purpose: PLOW LIGHTS				
86476	02/23/2021	02/23/2021	AW	OFFICE DEPOT	\$293.82	O
		Purpose: SUPPLIES				
86477	02/23/2021	02/23/2021	AW	TIME WARNER CABLE	\$23.43	O
		Purpose: VOICE CHARGES				
86478	02/23/2021	02/23/2021	AW	MUFFLER BROTHERS	\$45.63	O
		Purpose: CAR 118				
86479	02/23/2021	02/23/2021	AW	WAL-MART COMMUNITY/GEMB	\$44.40	O
		Purpose: SUPPLIES				
Total Payments:					\$49,873.25	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$49,873.25	

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.



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**REGULAR MEETING \*ZOOM\***  
**Monday, March 1, 2021, 7:00 P.M.**

**REGULAR SESSION:**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Reports**
  - A. Administrator
  - B. Zoning
  - C. Fiscal Officer
  - D. Fire
  - E. Police
  - F. Roads and Services
  - G. Information Technology
  - H. Trustees
- 5. Public Comments** - Limited to five minutes per person. Agenda related business only.  
(Time cannot be yielded to another person.)
- 6. Old Business**
  - A. City of Bellbrook, Bellbrook Sugar Creek Parks and Schools Meeting - March 22, 2021, 5:30 pm
- 7. Consent Agenda Items**
  - A. Payment of Bills
  - B. Approval of Minutes**
  - C. Infrastructure Ordinance to Proceed with SRTS Funding Request – 2021.03.01.01
  - D. Approving the Amended Solid Waste Management Plan of the Greene County Solid Waste Management District – 2021.03.01.02
  - E. Authorizing the Township Administrator to Enter into Contract with Choice One Engineering for the purposes of Carpenter Road Improvements – 2021.03.01.03
  - F. Authorizing the Township Administrator to Submit an Application for a Community Investment Grant from Greene County Board of Commissioners and Act as Signatory – 2021.03.01.04
  - G. Amending the Management and Financing Agreement on I-675/Wilmington Pike Interchange Project and Authorizing Township Administrator to Act as Signatory – 2021.03.01.05
- 8. Discussion Agenda Items**
  - A. 4 Stears ICE Rescue Suit and 2 Mustang Survival Ice Commander Suit for Fire Department

**9. Public Comments** - Limited to five minutes per person. Township related business only.  
(Time cannot be yielded to another person.)

**10. Trustee/Staff Discussion**

**11. Adjourn**

**The Board of Trustees of Sugarcreek Township, Greene County, Ohio, in Regular Session on February 16<sup>th</sup>, 2021, at 7:00 PM, via Zoom.**

1. **Mrs. Destefani called the session to order at 7:00 pm.**
2. **Mr. Tiffany called the roll with Board Members Mrs. Daugherty, Mrs. Destefani and Mr. Cramer being present. Also, in attendance was Donna Hellmann, Stephanie Goff Greene County Engineer, and Steve Stanley from Montgomery County Transportation Improvement District.**
3. **All in attendance stood for the Pledge of Allegiance.**

**4. Reports**

**A. Administration**

Mr. Tiffany was present. He had nothing to add to his report.

**B. Fiscal Office**

Mr. Hodson was present. He had nothing to add to his report.

**C. Fire**

Chief Leaming was present. He had nothing to add to his report.

**D. Police**

Chief Brown was present. He had nothing to add to his report.

**E. Roads and Services**

Mr. Harphant was present. He had nothing to add to his report.

**F. Zoning**

Mrs. Tilford was not present. There was nothing to add to her report.

**G. Information Technology**

There was nothing to add.

**H. Trustees**

**5. Public Comments for Reports**

**6. Old Business**

A. Bellbrook Sugarcreek Parks and Schools Meeting – will be rescheduled.

**7. Consent Agenda Items**

A. Payment of Bills

B. Approval of Minutes

C. Reclassification of Administrative Staff – Courtney Shuttleworth – 2021.02.06.01

IN RE: Reclassification of Administrative Staff  
Courtney Shuttleworth

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

WHEREAS, Township Administrator Barry P. Tiffany is requesting the reclassification of Courtney Shuttleworth from part-time Receptionist to Full-time Receptionist; and,

WHEREAS, Mr. Barry P. Tiffany states the 2021 Budget has sufficient funds allocated for this reclassification.

NOW THEREFORE, BE IT RESOLVED that Ms. Shuttleworth shall be reclassified to the position of Full-time at the pay rate of \$17.58 per hour payable on a bi-weekly basis.

BE IT FURTHER RESOLVED this reclassification shall have an effective date of February 1, 2021 and is subject to a one (1) year probationary period ending February 1, 2022.

D. Appointment of Temporary Part time Roads and Service Personnel - Marcus Wickline – 2021.02.16.02

**SUGARCREEK TOWNSHIP  
RESOLUTION NO. 2021.02.16.02**

IN RE: Appointment of Temporary Part time Roads and Service Personnel  
Marcus Wickline

WHEREAS, the need exists to establish and maintain a viable seasonal work force within the Sugarcreek Township Service Department; and,

WHEREAS, the Board of Sugarcreek Township Trustees, by previous resolution, has authorized the hiring of seasonal employees, effective November 19, 2007, for a period not-to-exceed 180 days; and,

WHEREAS, Marcus Wickline applied for employment as a seasonal employee, has been interviewed, and has undergone all necessary screening and testing,

NOW THEREFORE, BE IT RESOLVED, that this Board of Township Trustees does hereby appoint Marcus Wickline to the position of Temporary Part time Service Worker, at a rate of pay of \$12.00 per hour effective February 14, 2021.

Mrs. Destefani made a motion to accept the consent agenda items. Mr. Cramer seconded. Roll was called with the vote being as follows:

Mrs. Daugherty - Yes  
Mrs. Destefani – Yes  
Mr. Cramer– Yes

8. **Discussion Agenda Items**  
There were no discussion agenda items.
9. **Public Comments for Agenda Items**
10. **Trustee/Staff Discussions**

## 11. Adjourn

Mrs. Destefani moved to adjourn. Mr. Cramer seconded.

Roll was called with the vote being as follows:

Mrs. Daugherty - Yes

Mrs. Destefani – Yes

Mr. Cramer – Yes

---

Theodore L. Hodson, Fiscal Officer



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**REGULAR MEETING \*ZOOM\***  
**Monday, March 1, 2021, 7:00 P.M.**

**REGULAR SESSION:**

- 1. Call to Order**
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- 4. Reports**
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- 5. Public Comments** - Limited to five minutes per person. Agenda related business only.  
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- 6. Old Business**
  - A. City of Bellbrook, Bellbrook Sugar Creek Parks and Schools Meeting - March 22, 2021, 5:30 pm
- 7. Consent Agenda Items**
  - A. Payment of Bills
  - B. Approval of Minutes
  - C. **Infrastructure Ordinance to Proceed with SRTS Funding Request – 2021.03.01.01**
  - D. Approving the Amended Solid Waste Management Plan of the Greene County Solid Waste Management District – 2021.03.01.02
  - E. Authorizing the Township Administrator to Enter into Contract with Choice One Engineering for the purposes of Carpenter Road Improvements – 2021.03.01.03
  - F. Authorizing the Township Administrator to Submit an Application for a Community Investment Grant from Greene County Board of Commissioners and Act as Signatory – 2021.03.01.04
  - G. Amending the Management and Financing Agreement on I-675/Wilmington Pike Interchange Project and Authorizing Township Administrator to Act as Signatory – 2021.03.01.05
- 8. Discussion Agenda Items**
  - A. 4 Stears ICE Rescue Suit and 2 Mustang Survival Ice Commander Suit for Fire Department

**9. Public Comments** - Limited to five minutes per person. Township related business only.  
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**10. Trustee/Staff Discussion**

**11. Adjourn**



**SUGARCREEK TOWNSHIP  
RESOLUTION NO. 2021.03.01.01**

IN RE: Infrastructure Ordinance to Proceed with SRTS Funding Request

The following is a Resolution enacted by the Board of Trustees of Sugar Creek Township, Greene County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, the United States Congress has set aside monies for Safe Routes to School Projects, hereinafter STRS funds through the State of Ohio, Department of Transportation; and

WHEREAS, LPAs can apply for STRS funds and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, the construction of a 10' multi-use path from Eden Meadows Way to Soaring Height Drive on the south side of Feedwire Road and sidewalk from the multi-use path to connect to the sidewalk network on the east side of Soaring Heights Drive, hereinafter referred to as the Project, is a transportation activity eligible to receive federal funding; and

NOW, THEREFORE BE IT ORDAINED by the Board of Trustees of Sugar Creek Township, Greene County, State of Ohio, that:

**SECTION ONE:** The LPA hereby authorizes Cara Tilford, Assistant Township Administrator to prepare and execute on behalf of the LPA an application for SRTS funds for the stated described project and to submit same to the State of Ohio, Department of Transportation.

**SECTION TWO:** The total cost of the project is estimated to be \$524,014.00, of which the LPA, if awarded the STRS funds, the LPA agrees to pay One Hundred Percent (100%) of the construction cost over and above the maximum amount provided by the State of Ohio, Department of Transportation.

**SECTION THREE:** Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal laws, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) if necessary, maintain the right-of-way, keeping it free of obstructions; and (4) if necessary, hold said right-of-way inviolate for public highway purposes.

**SECTION FOUR:** If the application is approved for the STRS funds the Assistant Township Administrator of said LPA is hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project.

Passed: \_\_\_\_\_, 2\_\_\_\_\_.  
(Date)

Attested: \_\_\_\_\_  
(Signature of Clerk)

\_\_\_\_\_  
(Signature of Officer of LPA)

\_\_\_\_\_  
(Signature of President of LPA)

This \_\_\_\_\_ is hereby declared to be an emergency measure to take effect and be in force immediately upon its passage to meet the Safe Routes to School application deadline.



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
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**10. Trustee/Staff Discussion**

**11. Adjourn**



**SUGARCREEK TOWNSHIP  
RESOLUTION NO. 2021.03.01.02**

IN RE: Approving the Amended Solid Waste Management Plan  
of the Greene County Solid Waste Management District

WHEREAS, the Greene County Solid Waste Management District Policy Committee is responsible to prepare and amend the Greene County Solid Waste Management Plan; and

WHEREAS, by Resolution 2020-12-23-1 the Greene County Solid Waste Management District Policy Committee adopted the Amended Solid Waste Management Plan on December 23, 2020; and

WHEREAS, pursuant to Ohio Revised Code Section 3734.55 (B) the Board of County Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the District must approve or disapprove the Amended Solid Waste Management Plan by ordinance or resolution; and

WHEREAS, this body has reviewed the Amended Solid Waste Management Plan and considered it at a duly called public meeting; and

WHEREAS, the Amended Solid Waste Management Plan furthers the public interest.

NOW, THEREFORE, BE IT RESOLVED, the Amended Greene County Solid Waste Management Plan adopted on December 23, 2020, is hereby approved by the Township of \_\_\_\_\_, and

BE IT FURTHER RESOLVED, a copy of this Resolution of Approval shall promptly be delivered or cause to be delivered to the Greene County Solid Waste Management District Policy Committee at Greene County Environmental Services, 2145 Greene Way Boulevard, Xenia, OH 45385.

\_\_\_\_\_  
Carolyn L. Destefani, Chairperson

\_\_\_\_\_  
Fred Cramer, Vice-Chairperson

\_\_\_\_\_  
Nadine S. Daugherty, Trustee

\_\_\_\_\_  
Theodore L. Hodson, Fiscal Officer



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**REGULAR MEETING \*ZOOM\***  
**Monday, March 1, 2021, 7:00 P.M.**

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  - A. 4 Stears ICE Rescue Suit and 2 Mustang Survival Ice Commander Suit for Fire Department

**9. Public Comments** - Limited to five minutes per person. Township related business only.  
(Time cannot be yielded to another person.)

**10. Trustee/Staff Discussion**

**11. Adjourn**



**SUGARCREEK TOWNSHIP  
RESOLUTION NO. 2021.03.01.03**

IN RE: Authorizing the Township Administrator to Enter into Contract with Choice One Engineering for the purposes of Carpenter Road Improvements

**WHEREAS**, there is a need for Improvements to Carpenter Road; and,

**WHEREAS**, Choice One Engineering has provided an agreement for Professional Services for the Carpenter Road Improvements.

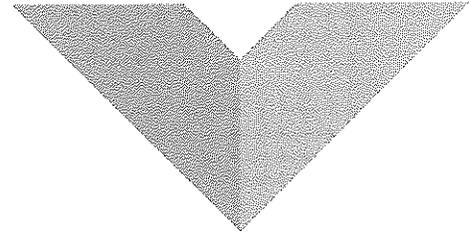
**NOW THEREFORE, BE IT RESOLVED**, that this Board of Trustees for Sugarcreek Township does hereby authorize the Township Administrator to act as signatory on behalf of the Trustees to enter in to said agreement, in an amount not to exceed Twenty-Nine thousand Nine Hundred dollars (\$29,900).

\_\_\_\_\_  
Carolyn L. Destefani, Chairperson

\_\_\_\_\_  
Fred Cramer, Vice Chairperson

\_\_\_\_\_  
Nadine S. Daugherty, Trustee

\_\_\_\_\_  
Theodore L. Hodson, Fiscal Officer



Date  
February 18, 2021

Attention  
Barry Tiffany  
BTiffany@sugarcreekoh.us

Address  
Sugarcreek Township  
2090 Ferry Road  
Bellbrook, OH 45305-2003

Subject  
Agreement for Professional Services  
Carpenter Road Improvements  
GRE-SCR-2003

Dear Mr. Tiffany:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Carpenter Road Improvements.

This Agreement is by and between Sugarcreek Township, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of three pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

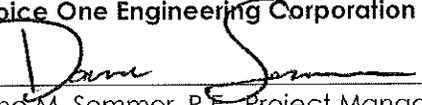
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

**Sugarcreek Township**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Choice One Engineering Corporation**

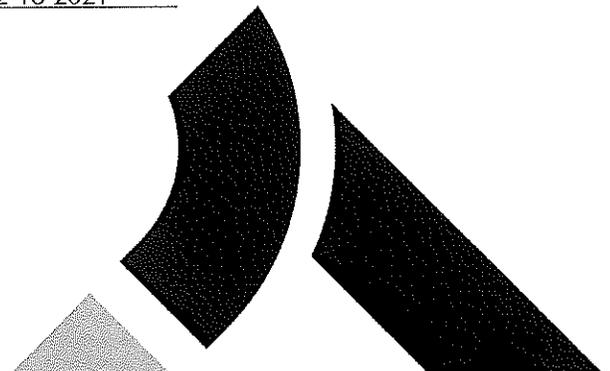
  
Dane M. Sommer, P.E., Project Manager

\_\_\_\_\_  
Date

W. Central Ohio/E. Indiana  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

S. Ohio/N. Kentucky  
8956 Glendale Milford Rd., Suite 1  
Loveland, OH 45140  
513.239.8554 Phone

www.CHOICEONEENGINEERING.com



# Scope of Services

## Project Snapshot

Choice One intends to perform topographic survey and provide roadway construction plans for improving 1,145 feet of Carpenter Road including the re-alignment of the intersection at South Alpha Bellbrook Road.

## Project Details

- The project will begin near the property line of Bellbrook Middle School to the west and continue for 1,145 feet to the intersection of S. Alpha Bellbrook Road.
- Roadway widening will occur on both sides of Carpenter Road up to the intersection re-alignment. The roadway widening width will match the existing pavement width of Carpenter Road north of the Middle School, which appears to be 22 feet wide.
- Current Carpenter Road pavement width in the project area is approximately 17 feet wide.
- The roadway will not be planed and resurfaced, rather the roadway will only be resurfaced, raising the profile approximately 1.5".
- The roadway re-alignment will approximately begin 210' from the intersection, in which the alignment will curve right to better align at 90 degrees with Alpha Bellbrook. The entire re-alignment shall be full depth reconstruction.
- Due to the widening, ditch profiles on both sides of the roadway will be re-graded. It is anticipated only 1-foot rounded ditch bottoms at depths 12"- 18" from the edge of pavement shall be used to help eliminate construction impacts.
- 2-foot turf graded shoulders on each side of the roadway will be implemented.
- Nine driveways and drive pipes will need reconstructed to make room for the widening and ditch profile adjustments.
- Heavy impacts to the existing tree lines along the roadway corridor is anticipated. The design will look to save as many privacy trees as plausible.
- Numerous utility poles (7) will need identified for ownership and have potential to be impacted. Choice One will work with utility owners early in the design process to coordinate any relocation needs.
- One (1) utility pole outside the construction limits, approximately 140' south of the existing intersection of Alpha Bellbrook will be pushed to be relocated, as it sits just 3' off the edge of pavement.
- Existing decorative block retaining wall at 1330 Carpenter Road will likely be impacted. Portions of the wall will be disassembled and re-assembled to make room for the widening.
- A potential petroleum pipeline crossing is located near the same crossing location of the high-voltage overhead lines. If active and present, the pipeline owner will need contacted to coordinate construction specifications on the line.
- Preliminary EDA calculations show less than 1.0 acres of land is to be disturbed. At this time, no fees are covered in the design cost to cover the completion of the SWPPP if EDA exceeds 1.0 acre.
- In addition to the SWPPP, if EDA exceeds 1.0 acres, an NOI (Notice of Intent) will need filed to the OEPA. The fee for the permit will be the responsibility of the Client.
- In addition to the SWPPP and the NOI, if EDA exceeds 1.0 acres, post construction storm water BMPs (Best Management Practices) will be required to be implemented in the design, which will increase the initial preliminary construction estimate.
- Maintenance of Traffic will be performed through complete closure of the roadway and providing a signed detour route.
- Preliminary Construction Estimate for the project is \$300,000.00.
- It is anticipated 11 properties will be affected during the construction of the project. Temporary right of way (work agreements) or permanent right of way takes may be required. The design will look to minimize any permanent right of way acquisition.
- No fees are included in this agreement to perform any right of way acquisition, plats, or descriptions.

- No fees are included in this agreement for any public meetings. If a public meeting is required, an additional fee for the meeting and any conceptual layouts will be added to the agreement.
- No fees included in this agreement are present for Bidding and Construction Layout Staking. Both, or either, may be added to the agreement via amendment at a future time.
- It is anticipated no Environmental studies shall be required on the project. No fees are included in this agreement to cover any environmental work.
- It is anticipated no Geotechnical Engineering services such as pavement cores or subbase soil stabilities shall be required. Estimated quantities to stabilize the subgrade and an assumed pavement design CBR of 4 shall be used to design the full depth pavement replacements.
- If pavement cores are requested in agreeance between the Client and Choice One, an additional fee to perform pavement cores or geotechnical engineering shall be included in an additional amendment.
- Project specifications and design will meet Ohio Department of Transportation Construction and Material Specifications along with any design standards of Sugarcreek Township and Greene County.

## Project Services

### 1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 40' beyond right-of-way for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 25', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. Existing right of way lines and adjacent property lines will be established based on existing monumentation, plats, deeds, and other readily available information. Full boundary resolution will not be performed.
- j. Provide one (1) foot contour intervals.
- k. Completed topographic survey shall be provided in AutoCAD format.

### 2. Construction Plans

- a. Design construction plans to include:
  - i. Title Sheet
  - ii. Typical Sections
  - iii. General Notes and Details
  - iv. Intersection Details
  - v. Quantity Summary and Engineer's Estimate
  - vi. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
  - vii. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
  - viii. Storm Sewer Plan
  - ix. Maintenance of Traffic Notes, Details and Plans
  - x. Pavement Markings and Signage Plan
  - xi. Driveway Details

## Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Boundary Survey
2. Construction Layout Staking
3. Easement and Right-of-Way Plats or Descriptions
4. Construction Bidding Procedures
5. Record Drawings
6. Construction Observation
7. Construction Administration
8. Ohio Environmental Protection Agency (OEPA) Permits and Submittals
9. Ohio Department of Transportation (ODOT) Permits and Submittals

## Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface utility investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

# Compensation & Schedule

## Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$4,300.00
Construction Plans	\$25,600.00
<b>Total</b>	<b>\$29,900.00</b>
<i>Construction Administration Services</i>	<i>Hourly Upon Request</i>

## Schedule

Choice One will commence on topographic survey within 30 days of an executed agreement. It is anticipated to submit a 30% design, a 75% design, and final tracings to the Township. Final Tracings shall be completed by *June 1st, 2021* so the project can be Bid/Awarded by July of 2021.

Though we do not anticipate it, should the COVID-19 pandemic cause any disruption to our service that will affect the terms of this agreement, we will notify you immediately.

**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

4/17/2018

**Services** Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

**Additional Services** The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

**Project Requirements** The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

**Compensation** In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

**Payment Terms** Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

**Amendment** This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

**Assignment** Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

**Betterment** If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**Buried Utilities** Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

**Compliance with Laws** Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Consequential Damages** Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

**Construction Observation, If Applicable** Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

**Cost Estimates or Opinions** Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

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

**Delays** The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

**Design Without Construction Administration** The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

**Dispute Resolution** In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

**Governing Law** The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Hiring of Personnel** Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

**Information from Other Parties** The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

**Insurance** Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

**Permits and Approvals** Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

**Reuse of Documents** All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

**Safety** Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Severability** Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Site Access** The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

**Standard of Care** Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

**Time Bar To Legal Action** All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**REGULAR MEETING \*ZOOM\***  
**Monday, March 1, 2021, 7:00 P.M.**

**REGULAR SESSION:**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Reports**
  - A. Administrator
  - B. Zoning
  - C. Fiscal Officer
  - D. Fire
  - E. Police
  - F. Roads and Services
  - G. Information Technology
  - H. Trustees
- 5. Public Comments** - Limited to five minutes per person. Agenda related business only.  
(Time cannot be yielded to another person.)
- 6. Old Business**
  - A. City of Bellbrook, Bellbrook Sugar Creek Parks and Schools Meeting - March 22, 2021, 5:30 pm
- 7. Consent Agenda Items**
  - A. Payment of Bills
  - B. Approval of Minutes
  - C. Infrastructure Ordinance to Proceed with SRTS Funding Request – 2021.03.01.01
  - D. Approving the Amended Solid Waste Management Plan of the Greene County Solid Waste Management District – 2021.03.01.02
  - E. Authorizing the Township Administrator to Enter into Contract with Choice One Engineering for the purposes of Carpenter Road Improvements – 2021.03.01.03
  - F. Authorizing the Township Administrator to Submit an Application for a Community Investment Grant from Greene County Board of Commissioners and Act as Signatory – 2021.03.01.04
  - G. Amending the Management and Financing Agreement on I-675/Wilmington Pike Interchange Project and Authorizing Township Administrator to Act as Signatory – 2021.03.01.05
- 8. Discussion Agenda Items**
  - A. 4 Stears ICE Rescue Suit and 2 Mustang Survival Ice Commander Suit for Fire Department

**9. Public Comments** - Limited to five minutes per person. Township related business only.  
(Time cannot be yielded to another person.)

**10. Trustee/Staff Discussion**

**11. Adjourn**



**SUGARCREEK TOWNSHIP  
RESOLUTION NO. 2021.03.01.04**

IN RE: Authorizing the Township Administrator to Submit an Application for a Community Investment Grant from Greene County Board of Commissioners and Act as Signatory

**WHEREAS**, Sugarcreek Township, the Greene County Engineer and the City of Centerville, have entered into an agreement to contract with the Montgomery County Transportation Improvement District for a Study of the Wilmington Pike/I-675 corridor and surrounding areas to determine what improvements need to be made to the infrastructure in the future to address growing concerns; and,

**WHEREAS**, as part of said agreement the parties have agreed to share equally in the cost of the study; and,

**WHEREAS**, Sugarcreek Township and the Greene County Engineer have agreed to share equally in any funds received from the submission of a Community Investment Grant should one be awarded by the Greene County Board of Commissioners, with all proceeds being used for the purposes of the share of the Greene County Engineer and Sugarcreek Township for the Wilmington Pike/I-675 Study.

**NOW THEREFORE, BE IT RESOLVED**, that this Board of Trustees for Sugarcreek Township does hereby authorize the Township Administrator to act as signatory on behalf of the Trustees and submit an application for a Community Investment Grant from the Greene County Board of Commissioners in the amount of \$100,000, with the proceeds of any funds received from an approved grant being shared equally between the Greene County Engineer and Sugarcreek Township for their respective share of the total cost of the Wilmington Pike/I-675 Study.

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Carolyn L. Destefani, Chairperson

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Fred Cramer, Vice Chairperson

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Nadine S. Daugherty, Trustee

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Theodore L. Hodson, Fiscal Officer



**GREENE COUNTY**  
DEVELOPMENT  
COMMITTED TO GROWTH

Board of County Commissioners (BOCC)  
Community Investment Grant Application

**Part I. Applicant Information**

Complete the information requested. Applicant must be Township, Village or City. "Contact Person" must be an individual who can respond to specifics about the project contained in the application and be able to provide additional information or material upon request.

Applicant: Sugarcreek Township, Ohio

Contact Person: Barry Tiffany Title: Township Administrator

Address: 2090 Ferry Road

City/State/Zip: Sugarcreek Township, OH 45305

Phone: (937) 848-8426 Email: btiffany@sugarcreekoh.us

**Part II. Summary of project**

Project Name: I-675 & Wilmington Pike Feasibility Study

Project Location: I-675 & Wilmington Pike

Total Cost of Project: \$615,000.00

Total County Request: \$100,000.00

Matching Funds  Yes  No Is this project urgent  Yes  No

Identify source of matching funds: The City of Centerville, Sugarcreek Township and Greene County have all committed to sharing the total costs of the study.

Please explain your community's need for this project:

Growing congestion issues, along with continued opportunity for economic growth in the area, has prompted consideration of improvements to the street network and interchange.

Direct new jobs created \_\_\_\_\_ Average salary for these jobs \_\_\_\_\_

Existing jobs retained \_\_\_\_\_ Average salary for these jobs \_\_\_\_\_

Is your project associated with workforce development?  Yes  No If yes, explain.

Growth at the south campus of Miami Valley Hospital and the Cornerstone and Rollandia developments

all depend on safe, efficient and reliable infrastructure for their current and future employees.

Please provide a brief narrative on how the grant would be used to benefit your community. Also, describe other funds and their sources used to complete this project, if applicable.

The I-675/Wilmington Pike interchange serves major employment and commercial centers, residential and recreational users in the vicinity of the interchange and surrounding roadway network supporting the City of Centerville, Greene County and Sugarcreek Township. Growing congestion issues, along with continued opportunity for economic growth in the area, has prompted local interests to consider improvements to the arterial street network and the I-675/Wilmington Pike interchange.

The stakeholder team, consisting of the Greene County Engineer's Office, the City of Centerville and Sugarcreek Township, have worked with the Montgomery County Transportation Improvement District and an engineering consultant to develop a scope of work to provide a Feasibility Study. The purpose of the study is to provide a comprehensive analysis of the existing and projected traffic, evaluation of alternatives and a master document to prioritize projects for the next several years. In addition to improvements within the interchange area, the study will explore access and capacity improvements along corridors and at intersections within the influence area.

It is important to note that the project crosses the jurisdictional boundaries of Montgomery and Greene Counties and includes important coordination with ODOT Districts 7 & 8 to undertake efforts to support transportation and other infrastructure improvements to more effectively service the area. The benefit to the Greene County community cannot be overstated. This interchange area is one of the largest sales tax generators in the County.

It is the intent of the stakeholders to fund the Feasibility Study locally, showing support for this important project. The grant would help to offset the financial obligation of the Greene County jurisdictional stakeholders. Additionally, the team will submit a TRAC Tier II application to MVRPC and ODOT this spring to advance the study to the next stage of development, engineering design. The collaboration of the stakeholders, their willingness to contribute to the study, and any matching grant funds will make this project attractive for a TRAC request.

Is there opposition to this project?  Yes  No If yes, explain.

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**Part III. Documents to include with this application:**

- Proof of other funding sources
- Resolution or ordinance signifying the approval of this project
- Project invoices or estimates
- Letters of support for project from community and business leaders
- Proof of concept renderings (if applicable)
- Design blueprints (if applicable)
- Map showing the area to be serviced by the project

**Part IV. Certification:**

By typing your full name in the space below, you are certifying all of the information provided in this application is true and accurate. You are also agreeing to assist in providing additional information, if requested.



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**REGULAR MEETING \*ZOOM\***  
**Monday, March 1, 2021, 7:00 P.M.**

**REGULAR SESSION:**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Reports**
  - A. Administrator
  - B. Zoning
  - C. Fiscal Officer
  - D. Fire
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  - G. Information Technology
  - H. Trustees
- 5. Public Comments** - Limited to five minutes per person. Agenda related business only.  
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- 8. Discussion Agenda Items**
  - A. 4 Stears ICE Rescue Suit and 2 Mustang Survival Ice Commander Suit for Fire Department

**9. Public Comments** - Limited to five minutes per person. Township related business only.  
(Time cannot be yielded to another person.)

**10. Trustee/Staff Discussion**

**11. Adjourn**



**SUGARCREEK TOWNSHIP  
RESOLUTION NO. 2021.03.01.05**

IN RE: AMENDING THE MANAGEMENT AND FINANCING AGREEMENT ON I-675/WILMINGTON PIKE INTERCHANGE PROJECTS AND AUTHORIZING TOWNSHIP ADMINISTRATOR TO ACT AS SIGNATORY

WHEREAS, the Township Trustees previously authorized the Township Administrator to enter into the agreement on their behalf for the study of improvements in the I-675/Wilmington Pike Corridor; and,

WHEREAS, the Montgomery County Transportation Improvement District, The Board of Commissioners of Greene County, the City of Centerville and Sugar Creek Township have determined it in the best interest of the communities and region to expand the scope of the study area and criteria to ensure there is a comprehensive, concerted plan for the future regarding roadway improvements in the corridor and surrounding area; and,

WHEREAS, Sugar Creek Township, the City of Centerville and Greene County have agreed to share equally in the estimated cost of \$615,000 for the study and report, to be funded through local funds and a loan from the State of Ohio's State Infrastructure Bank; and,

NOW THEREFORE, BE IT RESOLVED that Barry Tiffany, Township Administrator, is hereby authorized to act as signatory for the Modified Management and Financing Agreement for the I-675/Wilmington Pike Interchange Projects and any other documents necessary for the completion of the project and submission to the State of Ohio State Infrastructure Bank for funding of the project.

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Carolyn L. Destefani, Chairperson

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Fred Cramer, Vice Chairperson

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Nadine S. Daugherty, Trustee

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Theodore L. Hodson, Fiscal Officer

**FIRST AMENDMENT TO I-675/WILMINGTON PIKE INTERCHANGE PROJECTS  
MANAGEMENT AND FINANCING AGREEMENT**

**THIS FIRST AMENDMENT TO I-675/WILMINGTON PIKE INTERCHANGE PROJECTS MANAGEMENT AND FINANCING AGREEMENT** (this "**Amendment**") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2021, (the "**Effective Date**"), by and between the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT** (the "**TID**"), the **BOARD OF COUNTY COMMISSIONERS OF GREENE COUNTY, OHIO** ("**Greene County**"), the **CITY OF CENTERVILLE, OHIO** (the "**City**"), and **SUGARCREEK TOWNSHIP (GREENE COUNTY), OHIO** (the "**Township**") (the TID, Greene County, the City, and the Township may each be referred to herein as a "**Party**" or collectively as the "**Parties**"), under the following circumstances:

- A. On or about November 9, 2020, the Parties entered into that certain I-675/Wilmington Pike Interchange Projects Management and Financing Agreement (the "**PMFA**");
- B. The Parties now desire to expand the Phase I Scope as set forth in the PMFA to provide for certain preliminary engineering services and a feasibility study to address safety and traffic congestion in the area of the Interchange Projects in order to plan specific improvements to support the objectives set forth in the PMFA; and
- C. Greene County, acting pursuant to Resolution \_\_\_\_\_ adopted by the Board of the Greene County Commission on \_\_\_\_\_, the City, acting pursuant to Resolution \_\_\_\_\_ adopted by the City Council of the City on \_\_\_\_\_, the Township, acting pursuant to Resolution \_\_\_\_\_ adopted by the Township Board of Trustees on \_\_\_\_\_, and the TID, acting pursuant to Resolution No. \_\_\_\_\_ adopted by its Board of Trustees on \_\_\_\_\_, have each authorized the execution of this Amendment.

**NOW, THEREFORE**, in consideration of the above, and based upon the mutual promises contained below, the Parties hereby amend the PMFA as follows:

1. **Amended Phase I Scope.** In addition to the activities contemplated by the original PMFA, the Phase I Scope is hereby expanded to include the activities described in the proposal submitted by LJB Inc. to the TID and attached hereto as Exhibit A (the "**Amended Phase I Scope**"). The TID will engage LJB Inc. to perform third party professional services pursuant to the Amended Phase I Scope.

2. **Amended Phase I Schedule.** The Parties agree to use their reasonable commercial efforts to complete Phase I as amended hereby by \_\_\_\_\_, 20\_\_.

3. **Amended Phase I Budget.** The budget for Phase I is hereby amended and restated as set forth in Exhibit B attached hereto. The Local Jurisdictions acknowledge that the amended Phase I Budget includes a modification of the TID Phase I Management Fee reflective of the expanded scope of Phase I.

4. **Amended Phase I Tasks.** In addition to the items set forth in Section 7.B. of the PMFA, the Phase I Tasks will include the following: (a) finalizing and completing the Phase I

SIB Borrowing (as defined in Section 5.B. below); (b) pursuing Phase I funding in connection with the CIC Grant (as defined in Section 5.E. below); and (c) seeking a Tier II allocation in the 2021 funding cycle from the ODOT Transportation Review Advisory Council (TRAC) for an eventual preferred alternative improvement or modification of the I-675/Wilmington Pike Interchange, and determining the necessary local funding strategy.

5. **Specific Phase I Funding Provisions.**

A. As a general matter, the Local Jurisdictions will be obligated to fund the entire cost of Phase I, whether via a borrowing or an alternative source of funds. The Local Jurisdictions will also be responsible to cover the TID's out-of-pocket transaction costs associated with Phase I, including without limitation any related borrowing.

B. As of the Effective Date, the TID has submitted an application in the form attached hereto as Exhibit C to the Ohio Department of Transportation State Infrastructure Bank (the "**SIB**") to fund the costs associated with Phase I (the "**Phase I SIB Borrowing**"). During Phase I, as part of the Phase I Tasks, the TID: (i) will, in cooperation with the Local Jurisdictions and subject to the approval of the SIB, negotiate, finalize, and consummate the Phase I SIB Borrowing on behalf of the Local Jurisdictions, in a final aggregate principal amount not to exceed the Phase I Budget.

C. The Local Jurisdictions acknowledge that the TID will not act as the primary borrower in connection with the Phase I SIB Borrowing. To the extent the TID agrees to participate in a Phase I SIB Borrowing in order to facilitate the administration of the proceeds of such borrowing, each Local Jurisdiction acknowledges that it will be required to fully guaranty the TID's obligations and hold the TID harmless from any liability related to such Phase I SIB Borrowing, up to the aggregate amount allocated as such Local Jurisdiction's responsibility in the Phase I Budget. The guarantors' obligations may include, without limitation, a pledge of available revenue stream(s).

D. Each Local Jurisdiction will be responsible for its respective share of the debt service associated with the Phase I SIB Borrowing as set forth in the Phase I Budget.

E. Following the Effective Date, the TID will, as part of the Phase I Tasks, assist Greene County and Sugarcreek Township in applying for an allocation of grant funding to support Phase I from the Greene County Community Improvement Corporation (the "**CIC Grant**"). To the extent a CIC Grant is successfully obtained, the principal amount of the Phase I SIB Borrowing will be reduced on a dollar-for-dollar basis, and the debt service obligations of each of Greene County and the Township under the Phase I SIB Borrowing will be reduced by fifty (50%) of the amount of the CIC Grant.

F. Because the Phase I SIB Borrowing is a reimbursement-only financing vehicle, each Local Jurisdiction will make the \$30,000 payment originally contemplated in the PMFA to the TID within ten (10) days following the Effective Date so that the TID can effectively cash-flow initial outlays under the contracts to be entered into in connection with the Phase I Tasks (the "**Advance Funds**"). The TID will reimburse the Advance

Funds to the Local Jurisdictions from the proceeds of the Phase I SIB Borrowing when permitted by the SIB.

6. **Miscellaneous.** Except as otherwise expressly provided in this Amendment, the PMFA is hereby ratified in its entirety and remains in full force and effect. Any capitalized word in this Amendment not defined in this Amendment will have the meaning given in the PMFA. This Amendment will be construed under the laws of the State of Ohio. This Amendment may be executed in any number of counterparts, each of which will be deemed an original and together will constitute a single instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile, email or other electronic means is effective as delivery of a manually executed counterpart of this Amendment.

***[Remainder of Page Intentionally Blank. Signature Page Follows.]***

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

**MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT**

**APPROVED AS TO FORM**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS OF  
GREENE COUNTY, OHIO**

**APPROVED AS TO FORM**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CENTERVILLE, OHIO**

**APPROVED AS TO FORM**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SUGARCREEK TOWNSHIP (GREENE  
COUNTY), OHIO**

**APPROVED AS TO FORM**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:

---

Title:

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Exhibit A

**LJB Proposal**

(begins on next page)

Exhibit B

**Amended and Restated Phase I Budget**

<b>Budget Item</b>	<b>Amount</b>
Third Party Engineering Costs and Expenses	\$
Third Party Legal and other Professional Costs and Expenses	\$
<u>TID Phase I Management Fee</u>	<u>\$</u>
Total	\$

<b>Local Jurisdiction</b>	<b>Allocated Share</b>
Greene County	33.33%
Centerville	33.33%
Sugarcreek Township	33.33%

Exhibit C

**SIB Application**

(begins on next page)

**Greene County Fiscal Officer Certificate**

The undersigned fiscal officer of Greene County, Ohio (the "County") hereby certifies that the monies required to meet the County's obligations during the year 2020 under the foregoing Amendment have been appropriated lawfully for that purpose, and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the fiscal officer of the County covenants that any requirement herein of an expenditure of the County's money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

**GREENE COUNTY, OHIO  
FISCAL OFFICER**

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Centerville Fiscal Officer Certificate**

The undersigned fiscal officer of the City of Centerville, Ohio (the "City") hereby certifies that the monies required to meet the City's obligations during the year 2020 under the foregoing Amendment have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the fiscal officer of the City covenants that any requirement herein of an expenditure of the City's money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

**CITY OF CENTERVILLE, OHIO  
FISCAL OFFICER**

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Sugarcreek Township Fiscal Officer Certificate**

The undersigned fiscal officer of Sugarcreek Township (Greene County), Ohio (the "**Township**") hereby certifies that the monies required to meet the Township's obligations during the year 2020 under the foregoing Amendment have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the fiscal officer of the Township covenants that any requirement herein of an expenditure of the Township's money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

**SUGARCREEK TOWNSHIP  
(GREENE COUNTY), OHIO  
FISCAL OFFICER**

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3632352.2

**I-675/WILMINGTON INTERCHANGE AREA PRELIMINARY ENGINEERING & FEASIBILITY STUDY PROJE  
EXHIBIT B - Amended & Restated Budget**

<b>COST ELEMENT</b>	<b>ORIGINAL SCOPE</b>	<b>EXPANDED SCOPE</b>	<b>TOTAL</b>	<b>NOTES</b>
LJB Professional Services Agreement	\$ 50,000	\$ 470,000	\$ 520,000	Includes \$424,500 for expanded base scope & \$44,500 if authorized.
TID Project Management	\$ 25,000	\$ 50,000	\$ 75,000	To be drawn from SIB Loan.
TID Legal & Accounting	\$ <u>15,000</u>	\$ <u>5,000</u>	\$ <u>20,000</u>	To be drawn from SIB Loan.
<b>TOTALS</b>	<b>\$ 90,000</b>	<b>\$ 525,000</b>	<b>\$ 615,000</b>	<b>\$205K/party, minus equal shares of any Greene CIC grant to County &amp; Township.</b>



## Initial Project Application

Revised 1/2012

### 1. BORROWER INFORMATION

Montgomery County Transportation Improvement District

Legal Name

County Administration Building - 10<sup>th</sup> Floor, 451 West 3<sup>rd</sup> Street

Street Address

Dayton

Montgomery

45422

City

County

Zip Code

Steve Stanley

Executive Director

Contact Person

Title

937-673-3852

sstanley@mctid.org

Telephone Number

Fax Number

Email Address

### 2. PROJECT MANAGER CONTACT

Crystal Corbin

Deputy Director

Contact Person

Title

614-530-0884

ccorbin@mctid.org

Telephone Number

Fax Number

Email Address

### 3. GUARANTOR INFORMATION (if different from above Borrower Information)

Greene County, City of Centerville, and Sugarcreek Township (see attached sheet)

Legal Name

Street Address

City

County

Zip Code

Contact Person

Title

Telephone Number

Fax Number

Email Address

#### 4. PROJECT INFORMATION

##### A. General Information

Project Name: I-675/Wilmington Interchange Area Improvement Project

County-Route-Section: Multiple roadways including Interstate 675 and Wilmington Pike.

PID #:

Location of Project: See attached map.

City/Village/Township: The project area is located in ODOT Districts 7 & 8, Greene & Montgomery Counties, the City of Centerville, and Sugarcreek Township.

Estimated Construction Start Date: 7/1/2024

Estimated Completion Date: 6/31/2026

##### B. Type of Project:

- Highway       New  
 Reconstruction  
 Preservation

- Local                       Rail                       Aviation  
 Intermodal               Transit                       Other (Specify):

##### C. System Identification (Functional Classification) of the Roadway:

- Federal Road                       State Road  
 Local Road                       Other (Specify):

##### D. Functional classification of the Roadway: 1

[To determine classification please follow this link](#)

##### E. Is this project included in the:

- Transportation Improvement Plan (TIP)                      TIP #: \_\_\_\_\_
- State Transportation Improvement Plan (STIP)                      STIP #: \_\_\_\_\_
- Transportation Review Advisory Council:
- TRAC Funding: \_\_\_\_\_
- Date request submitted to TRAC: 3/22/2021
- TRAC Approved Date: [Click here to enter a date.](#)
- Contact Person: Steve Stanley, Executive Director

F. Is this loan to be repaid with federal funds? If so please identify source: NO

MPO

CEAO

Large City

G. Detailed description of the project (attach map):

The I-675/Wilmington Pike interchange serves major employment and commercial centers, residential and recreational users in the vicinity of the interchange and surrounding roadway network supporting the City of Centerville, Greene County and Sugarcreek Township. Growing congestion issues, along with continued opportunity for economic growth in the area, has prompted local interests to consider improvements to the arterial street network and the I-675/Wilmington Pike interchange.

The stakeholder team, consisting of the Greene County Engineer's Office, the City of Centerville and Sugarcreek Township, have worked with the Montgomery County Transportation Improvement District and an engineering consultant to develop a scope of work to provide a Feasibility Study. The purpose of the study is to provide a comprehensive analysis of the existing and projected traffic, evaluation of alternatives and a master document to prioritize projects for the next several years. In addition to improvements within the interchange area, the study will explore access and capacity improvements along corridors and at intersections within the influence area.

It is important to note that the project crosses the jurisdictional boundaries of Montgomery and Greene Counties and includes important coordination with ODOT Districts 7 & 8 to undertake efforts to support transportation and other infrastructure improvements to more effectively service the area.

H. Status of Project Planning

	Completed:		Date:
Technical Feasibility Study	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Click here to enter a date.
Preliminary Design/Engineering	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Click here to enter a date.
Major Investment Study	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Click here to enter a date.
Traffic Study	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Click here to enter a date.
Final Design	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Click here to enter a date.
Environmental Clearance	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Click here to enter a date.
Right of Way Acquisition	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Click here to enter a date.

I. Project Status (brief description):

Work on the project has already begun. It is the intent of the stakeholders to fund the Feasibility Study locally through a loan from the SIB Fund, showing shared support for this important project. The loan will allow all three local stakeholders to participate as decision makers in setting local priorities and funding strategies. Additionally, the team will submit a TRAC Tier II application to ODOT in March to advance the study to the next stage of development, engineering design. The collaboration of the stakeholders, their willingness to contribute to the study, and any matching grant funds will make this project attractive for a TRAC request.

**5. PROJECT FINANCING REQUEST**

LOAN

BOND

[Click here for Bond/Loan Matrix](#)

**Project Sources & Uses**

**SOURCES**

		<u>AMOUNT</u>
A. SIB Request	\$	\$ 615,000
B.	\$	_____
C.	\$	_____
D.	\$	_____
E.	\$	_____
<b>TOTAL SOURCES</b>	<b>\$</b>	<b>\$ 615,000</b>

**USES**

		<u>AMOUNT</u>
A. Preliminary Engineering	\$	\$ 520,000
B. Environmental	\$	_____
C. Right-of-Way Acquisition	\$	_____
D. Construction (Specify)	\$	_____
E. Other (TID Project Management)	\$	\$ 75,000
F. Other (Legal & Accounting)	\$	\$ 20,000
<b>TOTAL USES</b>	<b>\$</b>	<b>\$ 615,000</b>

Term of SIB Loan or Bond Requested

(Loan, 1 – 10 years), (Bond, 1 – 20 years)

Estimated Initial drawdown of SIB funds

Estimated last disbursement date of SIB funds:

Note: Date can not exceed one year past completion date

(Reference to question 4A)

		10 years
		_____
		April 15, 2021
		_____

Please provide a detailed breakdown of the Sources & Uses of Funds:

Uses (1)	Date Mo/Yr (2)	Sources (3)					Total
		1. SIB	2.	3.	4.	5.	
Preliminary Eng.	4/15/21		\$	\$	\$	\$	\$ 520,000
Environmental			\$	\$	\$	\$	\$
Right of Way		\$	\$	\$	\$	\$	\$
Construction		\$	\$	\$	\$	\$	\$
TID PM Fee	4/15/21	\$	\$	\$	\$	\$	\$ 75,000
TID Legal & Acct.	4/15/21	\$	\$	\$	\$	\$	\$ 20,000
<b>TOTAL</b>		<b>\$615,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 615,000</b>

- (1) Uses are the same as specified in Section 5 above.
- (2) Provide the date when each event will first occur.
- (3) Sources are the same as specified in Section 5 above.

**6. DEDICATED REPAYMENT SOURCE FOR SIB LOAN:**

Please list the specific sources of revenue you intend to pledge to repay the SIB loan and provide evidence, if available, of these revenues, i.e. financial statements highlighting applicable revenues. Examples of revenue sources include but are not limited to, Tax-Increment Payments, State Gas Tax, Vehicle Registration Fees, Tolls, Private Donations, Local Sales Tax, Non-Tax Revenues, General Obligation, Grants, etc.

Repayment Source (Specify)	Historical Annual Average (Received)		Projected Annual Average (Expected)		
	Past 2 Years		Year 1	Year 2	Year 3
Greene County	\$	\$	\$	\$	\$
Sugarcreek Township					
City of Centerville					
<b>Total Revenue Source</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Does the applicant have any outstanding debt secured by the repayment source?  Yes  No

If yes, please specify the debt and amount: \_\_\_\_\_

## 7. APPLICATION DOCUMENTATION CHECKLIST

- |  |                                      |                                     |
|--|--------------------------------------|-------------------------------------|
| Project Map  | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| Legislation passed by local entity   | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| Evidence of Bond Rating  | <input type="radio"/> Yes            | <input checked="" type="radio"/> No |
| Bond Rating: _____   |                                      |                                     |
| Approved letter from grantor if a grant is noted as a project funding source | <input type="radio"/> Yes            | <input checked="" type="radio"/> No |
| Audited Financial Statements (2 years)                                       | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| Proof of Environmental Clearance   | <input type="radio"/> Yes            | <input checked="" type="radio"/> No |
| Projected Construction Disbursement Schedule                                 | <input type="radio"/> Yes            | <input checked="" type="radio"/> No |

## 8. SIGNATURES

A completed Initial Project Application and all applicable attachments may be submitted to the following for initiation of the approval process:

Brenna Smathers  
State Infrastructure Bank  
Ohio Department of Transportation  
1980 West Broad Street  
Columbus, Ohio 43223  
(614) 752-0416  
(614) 887-4117 *fax*  
<http://www.dot.state.oh.us/Divisions/Finance/Pages/StateInfrastructureBank.aspx>

*Please sign and return to the address above.*

---

**Applicant/Borrower Signature \***

---

**Applicant/Borrower Printed Name**

---

**Title of person signing application**

---

Date

\* The representative signing this application must be authorized by law to bind the borrower to an agreement



**AGENDA**  
**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**REGULAR MEETING \*ZOOM\***  
**Monday, March 1, 2021, 7:00 P.M.**

**REGULAR SESSION:**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Reports**
  - A. Administrator
  - B. Zoning
  - C. Fiscal Officer
  - D. Fire
  - E. Police
  - F. Roads and Services
  - G. Information Technology
  - H. Trustees
- 5. Public Comments** - Limited to five minutes per person. Agenda related business only.  
(Time cannot be yielded to another person.)
- 6. Old Business**
  - A. City of Bellbrook, Bellbrook Sugar Creek Parks and Schools Meeting - March 22, 2021, 5:30 pm
- 7. Consent Agenda Items**
  - A. Payment of Bills
  - B. Approval of Minutes
  - C. Infrastructure Ordinance to Proceed with SRTS Funding Request – 2021.03.01.01
  - D. Approving the Amended Solid Waste Management Plan of the Greene County Solid Waste Management District – 2021.03.01.02
  - E. Authorizing the Township Administrator to Enter into Contract with Choice One Engineering for the purposes of Carpenter Road Improvements – 2021.03.01.03
  - F. Authorizing the Township Administrator to Submit an Application for a Community Investment Grant from Greene County Board of Commissioners and Act as Signatory – 2021.03.01.04
- 8. Discussion Agenda Items**
  - A. 4 Stears ICE Rescue Suit and 2 Mustang Survival Ice Commander Suit for Fire Department
- 9. Public Comments** - Limited to five minutes per person. Township related business only.

(Time cannot be yielded to another person.)

**10. Trustee/Staff Discussion**

**11. Adjourn**



**Sugarcreek Township**  
**Request for Approval to Purchase**

Department (please check):  Administration  Fire  Police  Service

Vendor Name: Witmer Public Safety Group, Inc.

Item Description: Stears ICE Rescue Suit Amount: \$ 2429.96

Dept.	PO #	Fund #	Current PO Balance	Amt. Charged
Fire	85-2021	2112-220-760-740	\$ _____	\$ 2429.96
Select One	_____	_____	\$ _____	\$ _____
Service	_____	_____	\$ _____	\$ _____
Select One	_____	_____	\$ _____	\$ _____

**Explanation of Purchase/Purpose:**

replace ICE rescue suits that are expired and leaking due to holes in suits

**Projected Other Expenses for Fund:**

Documentation attached?  Yes  No  
Grant/Special Fund expense?  Yes\*  No

\*Grant/Special Fund Name: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT HEAD APPROVAL (\$500 or less):**  
(please sign and date appropriate signature line)

[Signature] 2/18/21  
Fire Chief Date

\_\_\_\_\_  
Police Chief Date

\_\_\_\_\_  
Director of Roads and Services Date Township Administrator Date

**TOWNSHIP ADMINISTRATOR APPROVAL (over \$500):**

\_\_\_\_\_  
Township Administrator Signature Date

**OVER \$2,000 TRUSTEE APPROVAL:**  Yes  No

Approval made by:  
 Phone Call  Work Session  Regular/Special Session Date: \_\_\_\_\_



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Check Out

\$0.00  
(</store/cart.aspx>) (</store/cart.aspx>)



ORDER STATUS (<https://www.thefirestore.com/store/orderStatus-welcome.aspx>)

[Search All Products](#)

WISH LIST (</store/wishlist/>)

BULK PRICING (</requestquote.aspx>)

ALL CATEGORIES	TODAY'S DEALS	NEW
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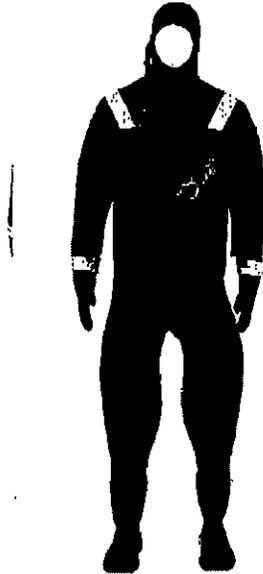
(</STORE/CATEGORY.ASPX>) (</STORE/PROMOCODES.ASPX>) (<HTTPS://WWW.THEFIRESTORE.COM/STORE/CATEGDRY.ASPX/CATEGORYID/960>)

Home (<https://www.thefirestore.com/store/category.aspx>) > Rescue (<https://www.thefirestore.com/store/category.aspx/categoryId/2493/Rescue/>) >

Water / Ice Rescue (<https://www.thefirestore.com/store/category.aspx/categoryId/852/Water-Ice-Rescue/>) > Immersion Drysuits

(<https://www.thefirestore.com/store/category.aspx/categoryId/854/Immersion-Drysuits/>) > Stearns I595 Ice Rescue Suit

(<https://www.thefirestore.com/store/product.aspx/productId/12177/Stearns-I595-Ice-Rescue-Suit/>)



(</store/manufacturerProducts.aspx/manufacturerId/393>)

### Stearns I595 Ice Rescue Suit

0.0

ST-I595

LIST: ~~\$629.99 - \$719.99~~

SAVE UP TO \$72.00

**\$566.99 - \$647.99** Mixed Availability

Select your options below to check stock status.

APPAREL SIZE:

Oversized

Adult Small

Universal

QUANTITY:

ADD TO CART

RESET



WISHLIST

(<https://www.thefirestore.com/myaccount/login.aspx?returnuri=%2fstore%2fproduct.aspx%2fproductId%2f12177%2fStearns-I595-Ice-Rescue-Suit>)

(<https://www.thefirestore.com/myaccount/login.aspx?returnuri=%2fstore%2fproduct.aspx%2fproductId%2f12177%2fStearns-I595-Ice-Rescue-Suit>)

([http://www.facebook.com/sharer/sharer.php?u=https://www.thefirestore.com/store/product.aspx/productId/12177/Stearns-I595-Ice-Rescue-Suit&title=Stearns I595 Ice Rescue Suit](http://www.facebook.com/sharer/sharer.php?u=https://www.thefirestore.com/store/product.aspx/productId/12177/Stearns-I595-Ice-Rescue-Suit&title=Stearns%20I595%20Ice-Rescue-Suit))

([http://twitter.com/intent/tweet?status=Stearns I595 Ice Rescue Suit+https://www.thefirestore.com/store/product.aspx/productId/12177](http://twitter.com/intent/tweet?status=Stearns%20I595%20Ice-Rescue-Suit+https://www.thefirestore.com/store/product.aspx/productId/12177))

([http://pinterest.com/pin/create/bookmarklet/?media=https://s7d4.scene7.com/is/image/witmerpublicsafety/ST-I595\\_alt1?Product%20Page\\$&url=https://www.thefirestore.com/store/product.aspx/prod](http://pinterest.com/pin/create/bookmarklet?media=https://s7d4.scene7.com/is/image/witmerpublicsafety/ST-I595_alt1?Product%20Page$&url=https://www.thefirestore.com/store/product.aspx/prod))

I595 Ice Rescue Suit)

Details | Reviews | Product Q&A

#### Designed for rescue operations in extreme cold water and ice conditions.

One-piece suit of 100% closed-cell neoprene provides optimum buoyancy and insulation. Designed for rescue operations in extreme cold water and ice conditions....

Features include reinforced knees, waterproof zipper and sealed seams.

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Special discounts may apply for high volume sales. Contact our [Bids & Quotes \(/requestquote.aspx\)](/requestquote.aspx) department for more information.

4.6 ★★★★★  
Google  
Customer Reviews



**Sugarcreek Township**  
**Request for Approval to Purchase**

Department (please check):  Administration  Fire  Police  Service

Vendor Name: Witmer Public Safety Group, Inc.

Item Description: 2 Mustang Survival Ice Commander Suit Amount: \$ 2358.88

Dept.	PO #	Fund #	Current PO Balance	Amt. Charged
Fire	85-2021	2112-220-760-740	\$ _____	\$ 2358.88
Select One	_____	_____	\$ _____	\$ _____
Service	_____	_____	\$ _____	\$ _____
Select One	_____	_____	\$ _____	\$ _____

**Explanation of Purchase/Purpose:**

replace wet suits that are expired and leaking due to holes in suits

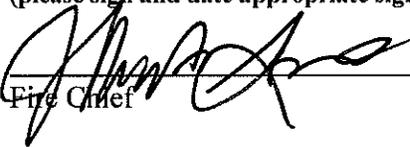
**Projected Other Expenses for Fund:**

Documentation attached?  Yes  No  
Grant/Special Fund expense?  Yes\*  No

\*Grant/Special Fund Name: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT HEAD APPROVAL (\$500 or less):**  
(please sign and date appropriate signature line)

 2/18/21  
 Fire Chief \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Police Chief \_\_\_\_\_ Date \_\_\_\_\_

Director of Roads and Services \_\_\_\_\_ Date \_\_\_\_\_ Township Administrator \_\_\_\_\_ Date \_\_\_\_\_

**TOWNSHIP ADMINISTRATOR APPROVAL (over \$500):**

Township Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

**OVER \$2,000 TRUSTEE APPROVAL:**  Yes  No

Approval made by:  
 Phone Call  Work Session  Regular/Special Session Date: \_\_\_\_\_



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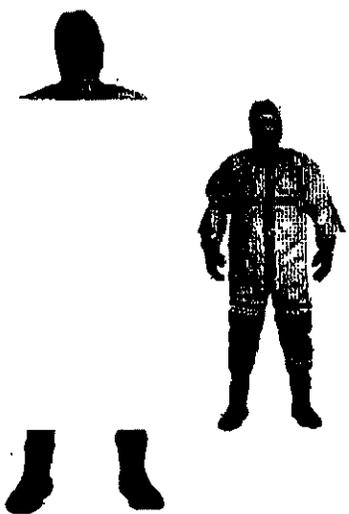


ORDER STATUS (https://www.thefirestore.com/store/orderStatus-welcome.aspx) All Products

WISH LIST (/store/wishlist/) BULK PRICING (/requestquote.aspx)

ALL CATEGORIES (/STORE/CATEGORY.ASPX)	TODAY'S DEALS (https://www.thefirestore.com/store/category.aspx/categoryid/2493/Rescue/)	NEW
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Home (https://www.thefirestore.com/store/category.aspx) > Rescue (https://www.thefirestore.com/store/category.aspx/categoryid/2493/Rescue/) > Water / Ice Rescue (https://www.thefirestore.com/store/category.aspx/categoryid/852/Water-Ice-Rescue/) > Immersion Drysuits (https://www.thefirestore.com/store/category.aspx/categoryid/854/Immersion-Drysuits/) > Mustang Survival IC9001-03 Ice Commander Suit, Adult Universal Size (https://www.thefirestore.com/store/product.aspx/productid/11680/Mustang-Survival-IC9001-03-Ice-Commander-Suit-Adult-Universal-Size/)



### Mustang Survival IC9001-03 Ice Commander Suit, Adult Universal Size

5.0 (1) Q & A W-MUS-IC9001-03

LIST: \$4445.00  
 SAVE: \$236.55  
**\$1179.44** Out of Stock

SKU: MUS-IC9001-03 is out of stock  
 In stock in approximately 23 weeks. [EMAIL ME](#) when item is in stock.

QUANTITY:

[ADD TO CART](#) [RESET](#)

[WIDGETS](#)  
<https://www.thefirestore.com/myaccount/login.aspx?returnurl=%2fstore%2fproduct.aspx%2fproductid%2f11680%2fMustang-Survival-IC9001-02-Ice-Commander-Suit-Adult-Universal-Size/>  
[SHARE LIST](#)  
<https://www.thefirestore.com/myaccount/login.aspx?returnurl=%2fstore%2fproduct.aspx%2fproductid%2f11680%2fMustang-Survival-IC9001-02-Ice-Commander-Suit-Adult-Universal-Size/>  
<http://www.facebook.com/sharer/sharer.php?u=https://www.thefirestore.com/store/product.aspx/productid/11680/Mustang-Survival-IC9001-03-Ice-Commander-Suit-Adult-Universal-Size&title=Mustang-Survival-IC9001-03-Ice-Commander-Suit-Adult-Universal-Size>  
<http://twitter.com/intent/tweet?status=Mustang-Survival-IC9001-03-Ice-Commander-Suit-Adult-Universal-Size>  
<https://www.thefirestore.com/store/product.aspx/productid/11680>  
[http://pinterest.com/pln/create/bookmarklet/?media=https://s7d4.scene7.com/is/image/wilmerpublicsafety/W-MUS-IC9001-03\\_alt1?Product%20Page\\$&url=https://www.thefirestore.com/store/product.aspx/productid/11680/Mustang-Survival-IC9001-03-Ice-Commander-Suit-Adult-Universal-Size](http://pinterest.com/pln/create/bookmarklet/?media=https://s7d4.scene7.com/is/image/wilmerpublicsafety/W-MUS-IC9001-03_alt1?Product%20Page$&url=https://www.thefirestore.com/store/product.aspx/productid/11680/Mustang-Survival-IC9001-03-Ice-Commander-Suit-Adult-Universal-Size)

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**The Mustang Ice Commander is the suit of choice for search and rescue teams, fire departments, and ice rescue professionals.**

- Water-tight hood and face seal
- SOLAS reflective tape and VELCRO® brand™ patch for light attachment
- Heavy duty zipper - flexible full-length zipper provides a water-tight seal

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