

# CONCORD TOWNSHIP BOARD OF TRUSTEES

December 30, 2024

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## Call to Order and Roll Call

The Concord Township Board of Trustees met in regular session on Monday, December 30, 2024 at 6:00 p.m. at the Concord Township Community Building, 6385 Home Road, Delaware, Ohio. Chairman Bart Johnson called the meeting to order. The roll was called: Jason Haney-present, Joe Garrett-present, Bart Johnson-present.

## Approval of Minutes

Mr. Garrett moved and Mr. Haney seconded to approve the minutes of the December 11, 2024 meeting. Vote: Haney-yes, Garrett-yes, Johnson-yes.

## Public Input

Mrs. Scott, Lucy Depp resident, stated the Lucy Depp Light Show has been well attended and raised over \$16,000 so far for charity. She hasn't noticed trash dumped within the neighborhood, but noticed some thrown at the end of Harriott. The Trustees have not received any complaints. The Light Show closes January 5th.

## Financial Report

Mr. Johnson shared Fiscal Officer Davis provided financial reports for the township, and money is available to pay the bills. The current Cash Summary by Fund shows the following balances:

- General Fund	\$11,307,675.84
- Fire,Road,Special Funds	<u>\$3,043,446.97</u>
- Total All Funds	\$14,351,122.81

Mr. Garrett moved and Mr. Haney seconded to approve pending vouchers, warrants and purchase orders # 163-173, 118477-118500, excluding # 118500, all totaling \$304,084.98. Vote: Haney-yes, Garrett-yes, Johnson-yes.

Mr. Haney moved and Mr. Johnson seconded to approve payment of warrant #118500.

Vote: Haney-yes, Garrett-abstain, Johnson-yes.

## Zoning Department

Zoning Inspector Ric Irvine reported six permits have been issued since the last meeting: 3 houses, 2 accessory buildings, 1 addition.

- The Zoning Commission Board will hold their organizational meeting on January 16, 2025.
- Connie Resanovich submitted her resignation from the Zoning Commission.
- Mr. Johnson reported Berlin Township used iWorQ to convert their zoning to an online system. If costly to convert, it would require going out to bid for a vendor. The Trustees would like to continue to move toward the goal of going online for permitting.

## Road/Park Department

Road supervisor, Nathan Wilgus, reviewed the 2025 Road Improvement construction cost estimate and suggested dividing the construction over 2-3 years. After discussion, Mr. Garrett moved and Mr. Haney seconded to approve the 2025 road improvement estimate for the following seven roads: Glenmore, Fairlane, Willow Valley, Glen Lakes, Meyers Cove, Clear Water, Vista Creek; as well as pavement markings on Klondike, Clark Shaw west of Section Line, and Rutherford (Riverside to township line). Vote: Haney-yes, Garrett-yes, Johnson-yes.

- No update on the radar sign repairs.

- Drainage issues were discussed on the corner of Freshwater/US42 property. Mr. Wilgus will contact the homeowner.

## Old Business

Eighteen residents from various parts of the township have responded for the Comprehensive Plan Committee. After discussion, Mr. Johnson moved and Mr. Haney seconded to appoint the following non-voting members to the Comprehensive Plan Committee: Mr. John Carlisle as facilitator, Mr. Chris Rinehart as legal counsel, and a

## CONCORD TOWNSHIP BOARD OF TRUSTEES

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representative from the Delaware County Regional Planning Committee, Zoning Commission Board (ZC), and Board of Zoning Appeals (BZA); as well as the eighteen resident applicants as voting members. All will be contacted to meet after the year of the year. Vote: Haney-yes, Garrett-yes, Johnson-yes.

- Trustee Haney would like the Home Road bridge renaming and photos posted to the website.
- Regarding Zoning board terms, Mr. Haney moved and Mr. Garrett seconded to appoint Pat Johnson as BZA alternate. Vote: Haney-yes, Garrett-yes, Johnson-yes.
- Mr. Johnson moved and Mr. Haney seconded to reappoint Darren Hilt to the ZC for another five year term. Vote: Haney-yes, Garrett-yes, Johnson-yes.
- Mr. Johnson moved and Mr. Haney seconded to reappoint Doug Smith to the BZA for another five year term. Vote: Haney-yes, Garrett-yes, Johnson-yes.
- Mr. Garrett moved and Mr. Haney seconded to appoint Phil Gehrisch as ZC alternate (or regular board member if accepted). Vote: Haney-yes, Garrett-yes, Johnson-yes.

### New Business

Mr. Johnson moved and Mr. Garrett seconded to adopt Resolution #24-1230-1 to approve the Master Agreement to Provide Mutual Aid and/or Shared Use between Various Delaware County, Ohio Political Subdivisions, and for Trustee Garrett to be the contact for the township. Vote: Haney-yes, Garrett-yes, Johnson-yes.

### Fire Department

Chief Cooper reported four new part-time employees are being hired. More positions will be discussed later.

### Fiscal Officer/Correspondence

The salt/snow/ice agreement with Shawnee Hills was discussed, which auto renews annually. So far they have received two loads of salt from the township and were billed.

The 2025 township meeting schedule was discussed and the following dates made:

- Monday January 6 at 9am
- Wednesday January 22 at 12pm
- Tuesday February 11 at 12pm
- Wednesday February 26 at 7pm
- March-October 2nd & 4th Wednesday at 7pm
- Wednesday November 12 at 7pm
- Tuesday November 25 at 12pm
- Wednesday December 10 at 7pm
- Tuesday December 30 at 7pm

- Mr. Garrett moved and Mr. Haney seconded to approved paying medical, dental, vision, and life insurance for full time employees and elected officials in 2024. Vote: Haney-yes, Garrett-yes, Johnson-yes.
- Mr. Johnson moved and Mr. Garrett seconded to continue all ongoing contracts with current vendors into 2024. Vote: Haney-yes, Garrett-yes, Johnson-yes.
- Mr. Johnson moved and Mr. Garrett seconded to pay registration cost for township employees and elected officials wanting to attend the Ohio Township Association winter conference. Vote: Haney-yes, Garrett-yes, Johnson-yes.
- The Records Commission (Chairman and Fiscal Officer) scheduled a special meeting for Monday, January 6, 2025 at 8:45 am.
- Mr. Garrett moved and Mr. Haney seconded to adopt Resolution #24-1230-2 approving the Temporary Appropriations for 2025, to provide for the expenses of the township during the first quarter of 2025 (attached), totaling \$3,804,255.20. Vote: Haney-yes, Garrett-yes, Johnson-yes.
- Posted roads for 2025 were approved county-wide by the Delaware County

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Commissioners. Concord Road and Clark Shaw west of Sawmill Parkway were not included. The Trustees will reach out to the Engineers office regarding Clark Shaw.

- Two more cleaning companies were contacted but neither carry commercial insurance and/or workers compensation. The Trustees would like to post a temporary part-time cleaning position on the township website.

Mr. Johnson moved and Mr. Garrett seconded to enter into Executive Session per ORC 121.22(G)(1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Vote: Haney-yes, Garrett-yes, Johnson-yes. The Board of Trustees returned to Regular Session at 8:25pm.

- Mr. Garrett moved and Mr. Haney seconded to hire Ty Williams as a full-time fire department employee (currently part-time) at level three pay tier. First shift day to be determined for January. Vote: Haney-yes, Garrett-yes, Johnson-yes.

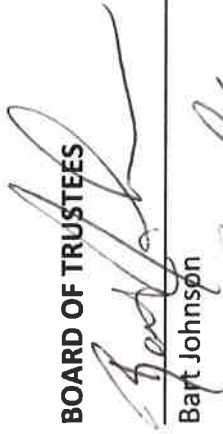
### Adjournment


With no further business, Mr. Haney moved and Mr. Garrett seconded to adjourn; unanimously in favor.

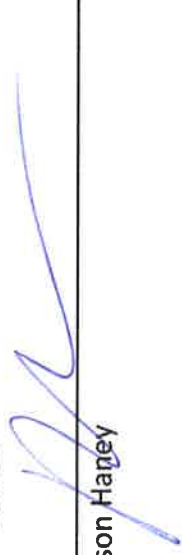
### ATTEST

  
\_\_\_\_\_  
Fiscal Officer, Jill Davis

### BOARD OF TRUSTEES

  
\_\_\_\_\_  
Bart Johnson

  
\_\_\_\_\_  
Joe Garrett

  
\_\_\_\_\_  
Jason Haney

Concord Township Trustee Meeting

December 30, 2024

**Roll Call**

**Approve Minutes**

**Public Input**

**Pay Bills**

I would like to certify the fiscal officer has provided us with financial statements.

I need a motion to approve purchase orders, pending warrants and pay bills.

**Zoning Inspector Report**

Iworg zoning portal for zoning applications (Berlin township used this company). Do we want to pursue an online solution?

**Road Department update**

Radar Sign Pricing

**Old Business**

Comp Plan committee appointments

Zoning Board appointment

**New Business**

Mutual aid agreement for townships to provide “help” for each other in times of need

Connie Resanovich resignation from the zoning board

**Fire Chief**

**Fiscal Officer**

**Adjourn**

**Payment Listing**

12/12/2024 to 12/30/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status	
163-2024	12/13/2024	12/17/2024	CH	CBIZ BENEFITS	\$302.48	0	
	Purpose:	HRA PLAN CLAIM REIMB					
164-2024	12/13/2024	12/17/2024	CH	CBIZ BENEFITS	\$160.92	0	
	Purpose:	HRA INS REIMB CLAIMS					
165-2024	12/23/2024	12/23/2024	CH	T. ROWE PRICE	\$3,160.00	0	
	Purpose:	FIRE DEPT 457 PLAN					
166-2024	12/23/2024	12/23/2024	CH	HR BUTLER, LLC	\$73,083.13	0	
	Purpose:	PAYROLL PROCESSING FEES					
167-2024	12/20/2024	12/26/2024	CH	PNC BANK	\$184.50	0	
	Purpose:	BANK MONTHLY FEE					
168-2024	12/26/2024	12/26/2024	CH	Ohio Public Employees Retirement System	\$7,272.17	0	
	Purpose:	TWP PENSION CONTRIB NOV24					
169-2024	12/27/2024	12/27/2024	CH	PNC BANK	\$7,150.47	0	
	Purpose:	TWP GOOGLE EMAILS ANNUAL					
170-2024	12/29/2024	12/29/2024	CH	Ohio Police & Fire Pension Fund	\$100,209.81	0	
	Purpose:	FIRE DEPT PENSION CONTRIB NOV24					
171-2024	12/30/2024	12/30/2024	CH	PNC BANK	\$152.67	0	
	Purpose:	FIRE DEPT OFFICE SUPPLIES/INK					
172-2024	12/27/2024	12/30/2024	CH	HR BUTLER, LLC	\$87,166.99	0	
	Purpose:	PAYROLL PROCESSING, PAYROLL PROCESSING					
173-2024	12/30/2024	12/30/2024	CH	T. ROWE PRICE	\$3,160.00	0	
	Purpose:	FIRE DEPT 457 PLAN					
118476	12/19/2024	12/19/2024	SW	Skipped Warrants 118434 to 118476 Series 1	\$0.00	V	
	Purpose:	Skipped Warrants 118434 to 118476 with Payment Series of 1					
118477	12/19/2024	12/19/2024	AW	CDK STRUCTURES INC.	\$2,300.00	0	
	Purpose:	ROAD DEPT BERMILLINGS					
118478	12/19/2024	12/19/2024	AW	GALLANT GIFTS	\$1,386.42	0	
	Purpose:	FIRE DEPT DOOR ENTRANCE CARPETS x6					
118479	12/19/2024	12/19/2024	AW	ANGIE ELLERBROCK	\$11.16	0	
	Purpose:	ZONING POSTAGE REIMB					
118480	12/19/2024	12/19/2024	AW	NAPA AUTO PARTS	\$120.60	0	
	Purpose:	FIRE DEPT WIPER BLADES/WASH					
118481	12/19/2024	12/19/2024	AW	TRACTOR SUPPLY CREDIT PLAN	\$260.77	0	
	Purpose:	PARK & ROAD SUPPLIES					
118482	12/19/2024	12/19/2024	AW	JOHN DEERE FINANCIAL	\$162.88	0	
	Purpose:	PARK FERT SPREADER PARTS					
118483	12/19/2024	12/19/2024	AW	CAPITAL ONE	\$227.31	0	
	Purpose:	TWP BLDG CLEANING SUPPLIES					
118484	12/19/2024	12/19/2024	AW	ADVANCED TURF SOLUTIONS	\$268.50	0	
	Purpose:	OLLER/PARK FALL FERTILIZER SUPPLY					
118485	12/19/2024	12/19/2024	AW	OHIO EDISON	\$2,109.98	0	
	Purpose:	UTILITIES - FIRE DEPT					
118486	12/19/2024	12/19/2024	AW	MADISON ENERGY COOP ASSOC INC	\$67.29	0	
	Purpose:	UTILITIES - ROAD DEPT					
118487	12/19/2024	12/19/2024	AW	VERIZON WIRELESS	\$882.51	0	
	Purpose:	FIRE DEPT UTILITIES					
118488	12/19/2024	12/19/2024	AW	ELITE TILE & MARBLE LLC	\$3,984.00	0	
	Purpose:	FIRE DEPT CARPET TILES REPAIR					
118489	12/23/2024	12/23/2024	AW	BEEM'S BP DIST INC	\$1,651.39	0	
	Purpose:	FIRE/ROAD FUEL SUPPLY					
118490	12/23/2024	12/23/2024	AW	DEL-CO WATER CO INC	\$257.20	0	
	Purpose:	UTILITIES - PARK DEPT					
118491	12/23/2024	12/23/2024	AW	AIM MEDIA MIDWEST OPERATING LLC	\$42.00	0	
	Purpose:	ADMIN LEGAL ADVERT					
118492	12/23/2024	12/23/2024	AW	LOWE'S	\$82.51	0	
	Purpose:	FIRE DEPT STATION MISC					
118493	12/26/2024	12/26/2024	AW	COCOP DISTRIBUTION SERVICES LLC	\$2,002.34	0	
	Purpose:	FIRE/EMS DRUG SUPPLIES					
118494	12/26/2024	12/26/2024	AW	BOUND TREE MEDICAL, LLC	\$404.97	0	
	Purpose:	FIRE DEPT SUPPLIES					
118495	12/26/2024	12/26/2024	AW	JOE KELLY	\$3,704.15	0	
	Purpose:	CBIZ HRA REIMB - CHECK REPLACEMENT					

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
118496	12/27/2024	12/27/2024	AW	GORDON FLESCH CO., INC.	\$45.28	O
	Purpose: ADMIN COPIER USAGE					
118497	12/30/2024	12/30/2024	AW	ATLANTIC EMERGENCY SOLUTIONS	\$223.27	O
	Purpose: FIRE DEPT FIRE HOSE					
118498	12/30/2024	12/30/2024	AW	VALTECH COMMUNICATIONS	\$180.50	O
	Purpose: UTILITIES - ADMIN DEPT					
118499	12/30/2024	12/30/2024	AW	NAPA AUTO PARTS	\$506.81	O
	Purpose: FIRE DEPT BATTERIES M-341					
118500	12/30/2024	12/30/2024	AW	50+1 PUBLIC POLICY INITIATIVES	\$1,200.00	O
	Purpose: TWP GRANT WRITING CONSULTANT					
Total Payments:					\$304,084.98	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$304,084.98	

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.

**Cash Summary by Fund**

Year 2024

CONCORD TOWNSHIP, DELAWARE COUNTY

Fund #	Fund Name	Balance 11/2024	Fund Balance Adjustments	Revenue (excluding transfers and advances in)	Transfers In	Advances In	Total Fund & Adjustments & Revenue	Expenditures (excluding transfers and advances out)	Transfers Out	Advances Out	Fund Balance 12/31/2024	Non-Pooled Balance	Pooled Balance
1000	General	\$9,966,656.96	\$43,222.14	\$2,817,825.85	\$0.00	\$0.00	\$12,827,704.95	\$1,020,029.11	\$500,000.00	\$0.00	\$11,307,675.84	\$0.00	\$11,307,675.84
2011	Motor Vehicle License Tax	\$19,386.69	\$0.00	\$21,775.87	\$0.00	\$0.00	\$41,162.56	\$17,680.81	\$0.00	\$0.00	\$23,481.75	\$0.00	\$23,481.75
2021	Gasoline Tax	\$90,192.85	\$0.00	\$215,766.54	\$0.00	\$0.00	\$305,959.39	\$232,106.00	\$0.00	\$0.00	\$73,853.39	\$0.00	\$73,853.39
2031	Road and Bridge	\$447,644.29	\$341.44	\$529,818.64	\$0.00	\$0.00	\$977,804.37	\$555,992.91	\$0.00	\$0.00	\$421,811.46	\$0.00	\$421,811.46
2041	Cemetery	\$29,272.75	\$0.00	\$26,999.00	\$0.00	\$0.00	\$56,271.75	\$15,384.79	\$0.00	\$0.00	\$40,886.96	\$0.00	\$40,886.96
2111	Fire District	\$1,026,781.91	\$633.00	\$3,648,021.44	\$500,000.00	\$0.00	\$5,175,436.35	\$3,733,657.84	\$0.00	\$0.00	\$1,441,778.51	\$0.00	\$1,441,778.51
2231	Permissive Motor Vehicle License Te	\$88,672.13	\$0.00	\$44,175.39	\$0.00	\$0.00	\$132,847.52	\$111,544.65	\$0.00	\$0.00	\$21,302.87	\$0.00	\$21,302.87
2272	Coronavirus Relief Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2273	American Rescue Plan Act (ARP)	\$1,170,414.76	-\$43,023.24	\$0.00	\$0.00	\$0.00	\$1,127,391.52	\$127,391.52	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$1,000,000.00
2901	OneOhio Optoid Settlement Fund	\$1,832.39	\$0.00	\$9,325.01	\$0.00	\$0.00	\$11,157.40	\$1,139.05	\$0.00	\$0.00	\$10,018.35	\$0.00	\$10,018.35
4901	TIF Dublin Strg Pub Infrast Improv	\$0.00	\$0.00	\$10,313.68	\$0.00	\$0.00	\$10,313.68	\$0.00	\$0.00	\$0.00	\$10,313.68	\$0.00	\$10,313.68
4902	TIF Painter Farm Incentive District 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Total:		\$12,840,854.73	\$1,173.34	\$7,324,021.42	\$500,000.00	\$0.00	\$20,666,049.49	\$5,814,926.68	\$500,000.00	\$0.00	\$14,351,122.81	\$0.00	\$14,351,122.81

Last reconciled to bank: 11/30/2024 – Total other adjusting factors: \$0.00



**MASTER AGREEMENT TO PROVIDE MUTUAL AID AND/OR SHARED USE  
BETWEEN VARIOUS DELAWARE COUNTY, OHIO POLITICAL SUBDIVISIONS**

This Master Agreement to Provide Mutual Aid and/or Shared Use (“Agreement”) is entered into by and between the various Delaware County, Ohio political subdivisions who have signed and returned Exhibit A (each a “Party,” collectively “Parties”). The effective date of this Agreement for each individual Party is the date of the last signature affixed by that Party on that Party’s respective Exhibit A (“Effective Date”).

**PREAMBLE**

- A. WHEREAS**, from time-to-time a Party to this Agreement (“Requesting Party”) may need assistance from another Party to this Agreement (“Responding Party”) for, including, but not limited to, certain equipment and/or labor to perform the Requesting Party’s duties and obligations;
- B. WHEREAS**, political subdivisions, as defined in R.C. § 2744.01(F), are authorized by R.C. § 9.482(B)(1) to enter into an agreement, whereby one political subdivision may render assistance to another; and,
- C. WHEREAS**, the Parties are political subdivisions as defined in R.C. § 2744.01(F); and,
- D. WHEREAS**, the Parties now desire to enter into an agreement to provide such assistance and set forth the terms and conditions by which such assistance may be provided.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual benefits each Party derives from this Agreement and other good and valuable consideration, it is agreed as follows:

**1. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request from a Responding Party(ies) and a Responding Party(ies) may provide to the Requesting Party assistance, including, but is not limited to, the provision and use of equipment and/or labor to perform the Requesting Party’s duties and obligations.

**2. TERM**

This Agreement shall begin for each individual Party on the Effective Date and shall continue without expiration, unless the Agreement is terminated as set forth herein.

**3. SCOPE OF SERVICES**

Depending on the circumstances, any Party to this Agreement can be either a Requesting Party or Responding Party.



A Requesting Party may request from a Responding Party(ies) and a Responding Party(ies) may provide to the Requesting Party assistance, including, but is not limited to, the provision and use of equipment and/or labor to perform the Requesting Party's duties and obligations. Such request by the Requesting Party can be for any reason and need not be associated with a disaster, emergency, or exigent circumstances.

#### **4. PROCEDURES**

As needed, a Requesting Party may request from any and/or all other Parties to this Agreement the provision and use of equipment and/or labor to perform the Requesting Party's duties and obligations ("Assistance"). Such request shall be in a signed writing in substantially the form attached hereto as Exhibit B. If time is of the essence and a written request is not possible, the request may be oral, but any oral request must be followed as soon as practicable by a written request in substantially the form attached hereto as Exhibit B. The requesting Party shall submit its request to any and/or all Responding Parties as it deems appropriate.

Any Party that is willing and able to provide the requested Assistance, should promptly respond in writing to the Requesting Party indicating its willingness. Such willingness may be indicated by appropriately completing and signing the response section of Exhibit B or by providing an equivalent signed writing.

No party is required to provide Assistance pursuant to a request made under this Agreement.

Responding Party(ies) should return completed responses to requests for Assistance to the Requesting Party. If the Requesting Party agrees to the response(s) by the Responding Party(ies), it should sign the response, keep a copy, return a copy to the respective Responding Party(ies), and provide the original to the Delaware County Township Association to be kept with the official copy of this Agreement.

#### **5. PAYMENT/REIMBURSEMENT**

Unless otherwise agreed upon and set forth in Exhibit B, the terms and conditions governing reimbursement for Assistance provided under this Agreement shall be in accordance with the following provisions:

- A. Personnel.** During any period of Assistance, the Responding Party(ies) shall continue to pay its/their employees according to its/their then prevailing resolutions, rules, and regulations. The Requesting Party shall reimburse the Responding Party(ies) for all direct and indirect payroll costs and actual expenses for personnel used during the period of Assistance and as a part of the Assistance.
- B. Equipment.** The Requesting Party shall reimburse the Responding Party(ies) for the use of equipment, tools, and vehicles, including, but not limited to fuel and other consumables used during the period of Assistance and as a part of the Assistance.
- C. Disaster, Emergency, or Exigent Circumstances.** Notwithstanding the foregoing, if the Assistance was to aid in response to a disaster, emergency, or exigent circumstances,

and the Requesting Party is able to apply for local, state, and/or federal assistance to pay for or reimburse the Requesting Party the costs that it incurred in the response, the Requesting Party, if appropriate, may apply for such assistance. If the Requesting Party is awarded such assistance it shall reimburse the Responding Party(ies), up to the amount of the award, for all direct and indirect costs and actual expenses for personnel and/or equipment used during the period of and as a part of the Assistance. Alternatively, the Responding Party(ies), regardless of any payment or reimbursement award, may waive payment or reimbursement for any and/or all of the Assistance it provided in response to the disaster, emergency, or exigent circumstances. Any waiver shall be in writing and signed by an authorized representative of the political subdivision. The Party(ies) are encouraged to utilize the capabilities and resources of the Delaware County Office of Homeland Security and Emergency Management and the Delaware County Prosecutor's Office in order to maximize the efficiency and utility of any emergency mutual aid request.

**D. Payment.** The Responding Party(ies) shall promptly invoice the Requesting Party for all equipment and/or labor, including, but not limited to for fuel and other consumables used during the period of Assistance and as a part of the Assistance. The Requesting Party shall have not less than thirty (30) days to pay the invoice, or advise of any disputed items.

If the Assistance was provided in response to a disaster, emergency, or exigent circumstances, the Requesting Party shall notify the Responding Party(ies) in writing of the potential for local, state, and/or federal assistance to pay for or reimburse the Requesting Party the costs that it incurred in the response. Such notice shall be provided as soon as possible, but within a reasonable period of time following the Assistance being provided. If the Requesting Party is awarded such assistance, it shall promptly notify the Responding Party(ies) in writing so that they may then seek or waive payment or reimbursement from the Requesting Party. If payment or reimbursement is sought, the Responding Party(ies) shall promptly invoice the Requesting Party for all equipment and/or labor, including, but not limited to for fuel and other consumables used during the period of Assistance and as a part of the Assistance and for which it desires payment. The Requesting Party shall have not less than thirty (30) days to pay the invoice, or advise of any disputed items.

## **6. WAIVER OF REIMBURSEMENT**

A Responding Party(ies) reserves the right to assume or donate, in whole or in part, any costs associated with any expense associated with the Assistance provided pursuant to this Agreement, including, but not limited to, for equipment and/or labor. Any waiver shall be in writing and signed by an authorized representative of the political subdivision.

## 7. INSURANCE

During the period of Assistance, each Party shall carry and maintain current, without lapse, the following insurance:

- A. Commercial General Liability Insurance. Commercial general liability insurance with appropriate coverage and adequate coverage limits for the assistance being provided pursuant to this Agreement.
- B. Motor Vehicle Insurance. If an automobile/motor vehicle is used in or in connection with the assistance, the Party which owns the vehicle shall carry and maintain current automobile/motor vehicle liability insurance covering each vehicle so used, with coverage in an amount equal to or greater than that required by law. Before an employee of a Requesting Party operates an automobile/motor vehicle of a Responding Party, the Responding Party that owns the automobile/motor vehicle shall ensure that such coverage extends to employees of the Requesting Party operating the automobile/motor vehicle. If such coverage does not so extend, only employees of the Responding Party who owns the automobile/motor vehicle shall operate such automobile/motor vehicle.
- C. Worker's Compensation. Worker's compensation insurance with coverage as required by Ohio law.

Each Party shall be responsible for any and all premiums for all required policy(ies) of insurance. Proof of such insurance and copies of such policies of insurance shall be provided to the other Party upon request.

## 8. TERMINATION

Any Party may terminate its participation in this Agreement at any time and for any reason upon giving a ten (10) days written notice of termination to all other Parties.

## 9. AMENDMENTS

Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated in writing, executed, and signed by all parties to this Agreement with the same requirements applicable to the original Agreement.

## 10. PARTIES RESPONSIBLE FOR OWN ACTIONS

The Parties are political subdivisions and cannot provide indemnity. Accordingly, the Parties shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, directors, employees, agents, representatives, and/or volunteers, including damage to real and personal property belonging to any other Party to this Agreement and/or others, that results from the performance of this Agreement or otherwise.

## **11. QUALIFIED OPERATORS**

If a Party receives equipment pursuant to this Agreement, said Party shall ensure that any official, officer, director, employee, agent, representative, and/or volunteer who operates such equipment is properly trained and licensed to operate the equipment.

## **12. SAFETY PRECAUTIONS/EQUIPMENT**

All officials, officers, directors, employees, agents, representatives, volunteers, and/or any other individuals providing any Assistance pursuant to this Agreement shall follow all applicable OSHA safety requirements and all manufacturer recommended safety precautions in providing the Assistance. In addition such persons shall use and deploy all applicable manufacturer recommended safety equipment when providing the Assistance.

## **13. IMMUNITY AND WORKER'S COMPENSATION**

Pursuant to R.C. § 9.482(F), to the fullest extent allowed by law, Chapter 2744. of the Revised Code applies to the Parties and their employees when providing Assistance under this Agreement outside the boundaries of their employing political subdivision. Employees acting outside the boundaries of their employing political subdivision while providing Assistance under this Agreement may participate in any pension or indemnity fund established by their employing political subdivision to the same extent as while they are acting within the boundaries of their employing political subdivision, and are entitled to all the rights and benefits of Chapter 4123. of the Revised Code to the same extent as while they are performing a service within the boundaries of their employing political subdivision.

## **14. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

In providing Assistance under this Agreement, the Parties shall each respectively comply with all applicable state and/or federal laws, rules, and regulations, including, but not limited to, all applicable licensing and safety laws, rules and regulations. For its own motor vehicles, each Party shall comply with all applicable registration, licensing, and liability coverage laws, rules, and regulations.

## **15. DEPOSIT OF MASTER AGREEMENT**

The official copy of this Agreement will be deposited with, kept, and maintained by the Delaware County Township Association ("DCTA"). All signature pages (Exhibit A) shall be received by the DCTA and kept and maintained with the official copy of the Agreement.

## **16. MISCELLANEOUS PROVISIONS**

- A. The Parties are authorized by R.C. § 9.482(B)(1) to enter this Agreement.
- B. Neither party may assign, convey, pledge, or otherwise encumber its interest in the Agreement.

Approved as to Form (Delaware County and Delaware County Townships ONLY)

*Melissa A. Schiffel* (CPD)

Melissa A. Schiffel (0082154)

Delaware County Prosecuting Attorney

11-7-2014

Date

**SEE EXHIBIT A FOR SIGNATURES OF PARTIES**



EXHIBIT A

SIGNATURE PAGE FOR:

MASTER AGREEMENT TO PROVIDE MUTUAL AID AND SHARED USE  
BETWEEN VARIOUS DELAWARE COUNTY, OHIO POLITICAL SUBDIVISIONS

By signing this signature page, the political subdivision signing below acknowledges and agrees to be a Party to the above-named Agreement and states that it has approved such Agreement in accordance with all applicable laws, rules, and regulations, including but not limited to, Ohio's Open Meetings Act (R.C. § 121.22). The signing political subdivision also agrees to actively participate in the Agreement and, when asked, not to unreasonably withhold approval of Assistance to Requesting Parties.

Concord Township, Delaware County, Ohio  
(Full Name of Party)

Signatures of Legislative Authority

[Signature]  
Trustee/Council Member  
[Signature]  
Trustee/Council Member  
[Signature]  
Trustee/Council Member

Trustee/Council Member

Trustee/Council Member

Trustee/Council Member

Dec. 30, 2024  
Date

Notice:

Trustee Joe Garrett  
Name of Person to Receive Notice  
(Please Print)

Concord Township  
6385 Home Rd.

Delaware, OH 43015  
Notice Address (Please Print)

Jgarrett@concordtnp.org  
Email Address for Notice

614-206-4829  
Phone Number for Notice

Resolution/Ordinance No:  
24-1230-1

**EXHIBIT B  
REQUEST FOR ASSISTANCE AND RESPONSE**

**REQUEST**

The following political subdivision is a Party to the Master Agreement to Provide Mutual Aid and Shared Use ("Agreement") between various Delaware County, Ohio political subdivisions:

\_\_\_\_\_, Delaware County, Ohio ("Requesting Party")  
(Requesting Party)

The Requesting Party needs Assistance from another Party(ies) to the Agreement to perform its duties and obligations as follows:

\_\_\_\_\_ Disaster, emergency, or exigent circumstances \_\_\_\_\_ Non-Emergency

Assistance is needed in the form of the following:

Equipment: \_\_\_\_\_

Labor: \_\_\_\_\_

Signature of Authorized Representative of Requesting Party \_\_\_\_\_ Date \_\_\_\_\_

**RESPONSE**

The following political subdivision is also a Party to the Agreement:

\_\_\_\_\_, Delaware County, Ohio ("Responding Party")  
(Responding Party)

The above named Responding Party offers to provide the Requesting Party Assistance as follows:

\_\_\_\_\_ Responding Party WILL provide Assistance per the request, subject to the following exceptions (if any):  
\_\_\_\_\_  
\_\_\_\_\_

Such Assistance is subject to the following additional terms and conditions, if any, regarding Payment/ Reimbursement (Sec §5 of the Agreement):  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Representative of Responding Party \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE (If Assistance Offered)**

By signature of its authorized representative below, the Requesting Party accepts the Responding Party's above offer of Assistance:

Signature of Authorized Representative of Requesting Party \_\_\_\_\_ Date \_\_\_\_\_



**TOWNSHIP TEMPORARY APPROPRIATION RESOLUTION No. 24-1230-2**

The Board of Trustees of Concord Township, Delaware County, Ohio, met in regular session on December 30, 2024 at the Concord Township Administrative Building with the following members present:

Bart Johnson  
Jel Garrett  
Jason Haney

Mr. Garrett moved the adoption of the following Resolution:

**BE IT RESOLVED** by the Board of Trustees of Concord Township, Delaware County, Ohio that to provide for the current expenses and other expenditures of said Board of Trustees, during the first quarter, January 1-March 31, 2025, the following sums be, and the same are hereby set aside and appropriated, for the several purposes for which expenditures are to be made for and during said first quarter, as follows:

**1000 GENERAL FUND**

**That there be appropriated from the General Fund for Administrative Purposes:**

	TEMPORARY APPROPRIATION	RECAPITULATION OF FUNDS
1000-110-111 SALARY - TRUSTEES	30,722.40	
1000-110-121 SALARY - FISCAL OFFICER	14,030.40	
1000-110-122 SALARY - FISCAL OFFICER STAFF	4,000.00	
1000-110-131 SALARY - ADMINISTRATOR	0.00	
1000-110-211 OPERS - ER RETIREMENT CONTRIBUTION	23,896.00	
1000-110-212 SOCIAL SECURITY	4,120.00	
1000-110-220 INSURANCE +HRA@30%	84,000.00	
1000-110-230 WORKERS' COMPENSATION	21,200.00	
1000-110-311 LEGAL COUNSEL	32,000.00	
1000-110-312 AUDIT SERVICES	2,400.00	
1000-110-313 UNIFORM ACCOUNTING (UAN) FEES	1,718.40	
1000-110-314 TAX COLLECTION FEES (CO.AUD.,DELLAND)	27,032.00	
1000-110-315 ELECTION EXPENSE (CO.)	3,800.00	
1000-110-330 TRAVEL & MEETING EXPENSE	400.00	
1000-110-340 COMMUNICATIONS, PRINTING, ADV	2,000.00	
1000-110-360 CONTRACTUAL SERVICES	140,000.00	
1000-110-370 GENERAL HEALTH DISTRICT	16,400.00	
1000-110-380 INSURANCE - LIABILITY	28,800.00	
1000-110-400 SUPPLIES & MATERIALS	4,400.00	
1000-110-519 ASSESSMENTS, DUES, FEES	2,400.00	
1000-110-590 OTHER EXPENSES	600,000.00	
1000-110-740 EQUIPMENT - ADMINISTRATION	50,000.00	
Total Miscellaneous Purposes:	1,093,319.20	1,093,319.20

**That there be appropriated from the General Fund for Town Halls, Memorial Buildings & Grounds Purposes:**

1000-120-190 SALARIES	4,000.00	
1000-120-323 REPAIRS & MAINTENANCE	20,000.00	
1000-120-350 UTILITIES	5,600.00	
1000-120-400 SUPPLIES & MATERIALS	12,000.00	
1000-120-500 OTHER	40,000.00	
1000-120-720 NEW BUILDINGS	0.00	
1000-120-730 IMPROVEMENT OF SITES	8,000.00	
1000-120-740 MACHINERY, EQUIPMENT, FURN	10,000.00	
Total Town Hall Purposes:	99,600.00	99,600.00

**That there be appropriated from the General Fund for Zoning Purposes:**

1000-130-150 SALARIES - BOARD MEMBERS	6,400.00	
1000-130-190 SALARIES - STAFF	25,600.00	
1000-130-340 COMMUNICATIONS, PRINTING, ADV	1,500.00	
1000-130-360 CONTRACTED SERVICES	3,980.00	
1000-130-400 SUPPLIES & MATERIALS	1,400.00	
Total Zoning Purposes:	38,880.00	38,880.00

**That there be appropriated from the General Fund for Police Protection Purposes:**

1000-210-370 CONTRACTS / PMT TO ANO.POL.SUBDIV.	0.00	
Total Police Protection Purposes:	0.00	0.00

**That there be appropriated from the General Fund for Cemetary Purposes:**

1000-410-500 BURIAL EXPENSES	800.00	
Total Cemetary Purposes:	800.00	800.00

**That there be appropriated from the General Fund for Parks and Recreation Purposes:**

1000-610-190 SALARIES	19,776.00	
1000-610-323 REPAIRS & MAINTENANCE	20,000.00	
1000-610-350 UTILITIES	2,000.00	
1000-610-400 SUPPLIES & MATERIALS	19,400.00	
1000-610-500 OTHER EXPENSES	6,000.00	
1000-610-720 NEW BUILDINGS	26,000.00	
1000-610-730 IMPROVEMENT OF SITES	56,600.00	



1000-610-740 MACHINERY, EQUIPMENT, FURN  
Total Parks and Recreation Purposes:

10,000.00  
159,776.00

That there be appropriated from the General Fund for Contingency Purposes:

1000-930-930 CONTINGENCY ACCOUNT - EMERG.  
Total General Contingency Purposes:

600,000.00  
600,000.00  
  
1,992,375.20

Total General Fund:

### 2011 MOTOR VEHICLE LICENSE TAX FUND

That there be appropriated from the Motor Vehicle License Tax Fund:

2011-330-323 REPAIRS & MAINTENANCE  
2011-330-400 SUPPLIES & MATERIALS  
2011-330-700 MACHINERY, EQUIPMENT, FURN  
Total Motor Vehicle License Tax Fund:

1,800.00  
7,200.00  
0.00  
9,000.00

### 2021 GASOLINE TAX FUND

That there be appropriated from the Gasoline Tax Fund:

2021-330-190 SALARIES  
2021-330-323 REPAIRS & MAINTENANCE  
2021-330-400 SUPPLIES & MATERIALS  
2021-330-500 OTHER EXPENSES  
2021-330-700 MACHINERY, EQUIPMENT, FURN  
Total Gasoline Tax Fund:

38,200.00  
10,000.00  
28,000.00  
4,000.00  
0.00  
80,200.00

### 2031 ROAD DISTRICT FUND

That there be appropriated from the Road District Fund:

2031-330-190 SALARIES  
2031-330-323 REPAIRS & MAINTENANCE  
2031-330-350 UTILITIES  
2031-330-360 CONTRACTS  
2031-330-370 CONTRACTS/ PMT TO ANO.POL.SUBDIV.  
2031-330-400 SUPPLIES & MATERIALS  
2031-330-500 OTHER EXPENSES  
2031-330-740 MACHINERY, EQUIPMENT, FURN  
Total Road District Fund:

20,000.00  
20,000.00  
2,800.00  
180,000.00  
6,000.00  
16,000.00  
8,000.00  
20,000.00  
272,800.00

### 2041 CEMETERY FUND

That there be appropriated from the Cemetery Fund:

2041-410-190 SALARIES  
2041-410-323 REPAIRS & MAINTENANCE  
2041-410-400 SUPPLIES & MATERIALS  
2041-410-500 OTHER EXPENSES  
Total Cemetery Fund:

3,400.00  
2,000.00  
2,000.00  
1,200.00  
8,600.00

### 2111 FIRE DISTRICT FUND

That there be appropriated from the Fire District Fund:

2111-220-190 SALARIES  
2111-220-212 SOCIAL SECURITY  
2111-220-214 ASSESSMENTS & CONTRIBUTIONS  
2111-220-215 POLICE & FIRE ER PENSIONS  
2111-220-220 INSURANCE ALL + HRA@30%  
2111-220-230 WORKERS' COMPENSATION  
2111-220-318 TRAINING  
2111-220-323 REPAIRS & MAINTENANCE  
2111-220-350 UTILITIES  
2111-220-400 SUPPLIES & MATERIALS  
2111-220-500 OTHER EXPENSES  
2111-220-740 MACHINERY, EQUIPMENT, FURN  
Total Fire District Fund:

900,000.00  
19,200.00  
200.00  
174,000.00  
180,400.00  
16,400.00  
0.00  
31,200.00  
13,600.00  
30,000.00  
20,000.00  
30,000.00  
1,415,000.00

### 2231 PERMISSIVE MOTOR VEHICLE LICENSE TAX FUND

That there be appropriated from the Permissive Motor Vehicle License Tax Fund:

2231-330-400 SUPPLIES AND MATERIALS  
2231-330-500 OTHER EXPENSES  
2231-330-740 TOOLS AND EQUIPMENT  
Total Permissive MVL Tax Fund:

14,800.00  
8,000.00  
2,000.00  
24,800.00

### 2901 ONE OHIO OPIOID SETTLEMENT FUND

That there be appropriated from the One Ohio Opioid Settlement Fund:

2901-990-990 OTHER EXPENSES  
Total One Ohio Opioid Settlement Fund:

1,480.00  
1,480.00

GRAND TOTAL OF ALL FUNDS:

3,804,255.20

Mr. Haney seconded the Resolution, and the roll being called upon its adoption,  
the vote resulted as follows:

Mr/s. Sasor Haney  
Mr/s. [Signature]  
Mr/s. [Signature]  
Adopted December 30, 2024

Y  
X  
X

The STATE OF OHIO, DELAWARE COUNTY, ss:

I, Bill M. Davis, Fiscal Officer of the Board of Trustees of Concord Township,  
Delaware County, Ohio, and in whose custody the Files, Journals and Records of said Board are required by the  
Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is  
taken and copied from the original Resolution now on file with said Board, that the foregoing Resolution has been  
compared by me with the said original and that the same is a true and correct copy thereof.

WITNESS my signature, this 30<sup>th</sup> day of December, 2024

[Signature]