



Perry Township Board of Trustees

3025 Johnsville-Brookville Road, Brookville, Montgomery County, Ohio 45309
Office: 937-833-3045 | 937-833-6491 • Fax: 937-833-5219

BOARD OF TRUSTEES SPECIAL MEETING MINUTES

August 29, 2025 @ 9:00 a.m.

Location: Administrative Building

3025 Johnsville Brookville Rd, Brookville, OH 45309

Meeting was called to order by Trustee Warner @ 5:00 p.m.

Pledge of Allegiance

Fiscal Officer Roll Call:

Vote:	Yes	No	Abstain	Absent
Trustee Warner	X			
Trustee Johnston	X			
Trustee Heeter	X			

Attendance was as follows:

Boyd Warner	President Trustee
Hayes Johnston	Trustee
Blaine Heeter	Trustee
Jamie Evans	Fiscal Officer

Topics:

- **Trash Billing Postcard Stock**
 - **Fiscal Officer Evans** stated Jess brought up a suggestion which she thought was really brilliant. A lot of people lose their trash bill because it is white. **Fiscal Officer Evans** stated last time she purchased card stock it was \$53.00 for 1000 sheets of white. Right now, it is \$73.59 for the same package. Bright yellow is \$63.20 or we can choose green, yellow, green, or pink that is more of a pastel color for \$43.07. Since it is less expensive for the pastel, she asked the Board which color they would choose. She suggested the fluorescent yellow or green.
 - **Trustee Johnston** suggested to go with green and if we find there is still a lot of loss, to go with the fluorescent color next time.
 - **Trustee Warner** asked to put a notice on Facebook and the website to notify residents the trash bills will be changing.
- **iWorQ Issues/Trash Billing Issues**
 - **Fiscal Officer Evans** stated Jess sent all of us emails the past couple weeks, most of which involved the assessment letters that have recently gone out. The first one is for Entity #100918. iWorQ shows no payments since 5/2/24. The resident states this is not correct. He said that he always puts cash payments in the drop box. Based off his pay history, that is correct. Jess did find 2 old receipt books but there are no receipts for those payments. **Fiscal Officer Evans** stated that Lisa did not write receipts for payments in the drop box. The resident is stating that he has made all of his payments since May of 2024, but none of them have been applied to his account.
 - **Trustee Johnston** asked he has a history of paying in cash?
 - **Fiscal Officer Evans** stated yes, he has a history of paying in cash, but that is 4 billing cycles now that raises the question of where did that cash go?
 - **Trustee Heeter** stated yeah, that's a problem.
 - **Trustee Warner** said he has never been a fan of trash payments in the drop box but how do you get away from that. He said one of the

things he has asked Jess to start doing and he thought he had asked Lisa to do it, is to write receipts for payments in the drop box.

- **Fiscal Officer Evans** confirmed that Jess writes receipts for all payments.
- **Trustee Johnston** stated that Lisa was writing on their card if they walked in with a payment but she wasn't writing anything for any payments put in the drop box.
- **Fiscal Officer Evans** stated correct, and she believes that even the residents that came in person, she was asking if they wanted a receipt rather than just automatically writing one. She said what Jess does is write for everyone even if they say that don't want one she will advise that she needs it for her records and just not provide them a copy.
- **Trustee Warner** stated when she started he asked her to make sure she writes receipts for all payments even if they are put in the drop box.
- **Fiscal Officer Evans** stated she does, for this reason. We have no way to prove that he did or did not make these payments.
- **Trustee Johnston** said we are going to have to zero him out.
- **Trustee Warner** said we are going to have to take his word for it.
- **Fiscal Officer Evans** stated the next one is Entity #101342. They had received a letter for \$308. They just purchased that property on 3/14/25. That property is just land and kind of a junk yard with an uninhabitable mobile home.
 - **Trustee Warner** asked if we have an address for that.
 - **Fiscal Officer Evans** stated we do. She said they own the parcel next to it and pay the trash bill for the parcel next to it.
 - **Trustee Warner** asked how there is even an account for it if it is just land.
 - **Fiscal Officer Evans** stated when iWorQ was set up, it is used for zoning and trash payments. Every parcel has an entity #. She said that is what most of these are. In November/December of last year a lot of parcels were activated and they don't even have homes on them.
 - **Trustee Warner** asked how that happened.
 - **Fiscal Officer Evans** advised by the previous office assistant and she had brought that up before that it should not have happened and now it is catching up to us.
 - **Trustee Johnston** stated that Rumpke requires us to update who is living where and Lisa took that as if it has an address, then it needs to pay a trash bill.
 - **Fiscal Officer Evans** stated the address is 218 N Church St in New Lebanon. The owner address is different because they don't live there, they live on the next parcel. She stated they just purchased it 3/14/25 which she and Jess had both verified on the Auditor's website. They don't believe they should have to pay the bill because no one has lived there in years and they own the adjacent property which they do have trash service at. She stated also, per the notes on the account, the balance was assessed to the trash bill in 2023. This was another situation where the trash billing was turned back on when it should not have been.
 - **Trustee Warner** asked in 2023?
 - **Fiscal Officer Evans** said no it was turned back on in November/December 2024.
 - **Trustee Heeter** asked if all that has been corrected.
 - **Fiscal Officer Evans** said no it has not. She said she told Jess since there are so many of these, we should ask the Board before we start zeroing them out.
 - **Trustee Warner** asked if there is a way to get a compiled list.
 - **Fiscal Officer Evans** advised Jess will have to go through every individual account to do that and right now she is working on the tax assessments.
 - **Fiscal Officer Evans** asked if the Board agrees to zero this account out as well.
 - **Trustee Johnston** said zero it.

- **Fiscal Officer Evans** said the next one is 102563. This resident called on 8/27/25 asking why trash service has been reinstated after 5 years of no service. The notes on the account start on 12/11/24 that the previous office assistant had the zoning administrator drive by the property and he reported back that there are no trash cans and junk cars at the property. The owner's phone number was disconnected so the office assistant left a message for the previous renter. The same day, the renter called back and said he is still renting the property. The next note states that Lisa advised the renter she would begin billing that quarter, fourth quarter 2024. On August 4th, **Fiscal Officer Evans** received the bill returned in the mail which was in the name of the renter which we cannot do for tax assessment purposes. She put that back in the owner's name. She got on the Auditor's website and mailed the bill to the owner's address on the Auditor's website, which triggered the owner to call and ask why he was being billed on a property that hasn't been billed in 5 years. She said she understands that he has not been billed in 5 years, but according to the notes on the account from Lisa, there is a renter living at the property. The renter was sending the mail back to the Township stating that no one lives there.
 - **Trustee Warner** asked if the trash bill was in the renter's name.
 - **Fiscal Officer Evans** stated yes, it was in the renter's name.
 - **Trustee Warner** stated it should have been in the owner's name.
 - **Fiscal Officer Evans** stated correct, and now the owner is upset because the trash billing was turned off 5 years ago so the Township was allowing him to not have trash service.
 - **Trustee Johnston** stated the owner should be assessing the renter.
 - **Trustee Warner** said right.
 - **Trustee Johnston** said if you're renting a place it tells you what utilities are included and that's what the owner should be doing with that property.
 - **Trustee Warner** stated the other thing we don't know is if this owner had been renting this property in the past and they were picking up trash and it was never collected.
 - **Fiscal Officer Evans** stated Jess is extremely pro-active and she contacted Rumpke and had them send her a list of every address where trash is currently being picked up so she will be able to cross-reference whether or not they are picking trash up at this house. She said she did ask Jess to see if they are picking trash up at this residence. She asked if the Board wants to say if they are picking it up they need to pay it but what if they are not picking it up since he has not been billed for 5 years? He is now under the impression that this is okay.
 - **Trustee Heeter** asked there's somebody living there, right?
 - **Fiscal Officer Evans** said yes.
 - **Trustee Heeter** stated then he should be billed. It's up to him how he collects that trash money.
 - **Trustee Johnston** asked what if they are not picking up trash at that address.
 - **Trustee Heeter** said then it needs to happen.
- **Fiscal Officer Evans** said the next one is really tricky. There are 3 entity numbers for one parcel because there are 2 houses on one parcel and one of those houses is split into 2 apartments. She stated she was in the office when the owner came in the other day. There were no permits pulled when the second residence was built, so the Auditor never knew there was a second house on that parcel.
 - **Trustee Warner** asked what the address is on that.
 - **Fiscal Officer Evans** stated it is actually 2 different addresses on one parcel.
 - **Trustee Heeter** said and Rumpke goes by parcel.
 - **Fiscal Officer Evans** said one is 5491 Crawford Toms and the other is 5473 Crawford Toms. She said the house that is 2 units is not going to be 2 units anymore and that is the issue she is running into now. She needs this to just be 2 entities on 1 parcel because it is 2 buildings. She is knocking down the dividing wall and making this 1 home. She stated these accounts are paid in full, she has

always paid when she is supposed to. She just needs one of these entities to be deactivated.

- **Trustee Johnston** said so it's 2 separate buildings.
- **Trustee Warner** said it's 2 houses, 2 residential homes.
- **Fiscal Officer Evans** said 2 residential homes and 1 of those homes was 2 apartments. It is 2 houses, but 3 residences on 1 parcel. She stated it was marked in iWorQ as A,B,C. She said she was looking at this again today and there are notes on the account from Lisa that it was confusing to her when they would mail the payment in because it says it is for 5491 A,B,C but it is in here as 5473. When the resident was in the other day she said she doesn't even know what her real address is. **Fiscal Officer Evans** said she asked her what the Auditor's website says.
- **Trustee Heeter** asked what does it say?
- **Fiscal Officer Evans** stated she thinks it is 5473.
- **Trustee Heeter** said Rumpke charges per parcel, which is only 1 and we are billing for 3.
- **Trustee Johnston** asked if they have been paying for 3?
- **Fiscal Officer Evans** said yes, she has been paying for 3 trash bills.
- **Trustee Heeter** asked and they have 2 separate numbers?
- **Trustee Warner** said there's 3.
- **Fiscal Officer Evans** said there are 3 account numbers for 1 parcel in iWorQ.
- **Trustee Warner** asked if there are 3 bills going out?
- **Fiscal Officer Evans** said yes, there are 3 bills.
- **Trustee Heeter** asked who created the entities.
- **Fiscal Officer Evans** stated it was Karen.
- **Trustee Heeter** said so we created the entities so if there is proof there is only 2 entities then we only charge for 2.
- **Fiscal Officer Evans** verified that it is okay to deactivate the third entity in iWorQ.
- **Fiscal Officer Evans** said the last one is 102295. 4331 Sulphur Springs Road is vacant. There is not electric and no one has lived in that house in over 11 years. The owner lives at 4551. There are notes on the account from November 20,2024 that state not sure why account is inactive, letter to be sent December 2, 2024 to let owner know will be reactivated. Service was discontinued in 2014.
 - **Trustee Warner** said that's a no-brainer there.
 - **Fiscal Officer Evans** stated that's another one that should not have been reactivated.
- **Trustee Johnston** brought up the \$308 assessment letter for Cynthia Moran.
 - **Fiscal Officer Evans** she talked to her for over an hour and completely forgot to add her to the list.
 - **Trustee Warner** asked what this one is about.
 - **Fiscal Officer Evans** stated this is where her daughter lives. Cynthia received a tax assessment letter for the farmland, not where the home is, but for the farmland.
 - **Trustee Johnston** said this is for the farmland that was split off when Cynthia's father passed away. Her daughter purchased the land where the home is. He said the farmland is separate and that is what she got the bill on.
 - **Fiscal Officer Evans** verified 102157 also needs to be brought back to zero and deactivated.
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- **ProSource Contract**
 - **Fiscal Officer Evans** advised **Trustee Johnston** that they had reached out to her the other day.
 - **Fiscal Officer Evans** provided the Board with a copy of the ProSource contract. She advised she had to email them to get a copy of it as it was never provided to her.
 - **Trustee Johnston** stated the background is that the Police Department and Zach signed a 5-year contract on the printers.
 - **Trustee Heeter** asked if that was for the printer in the Police Department.

- **Fiscal Officer Evans** advised one is on the administrative side but the admin side was not a part of that agreement. She said that is why the last page where the Fiscal Officer signature is, is an addendum to the contract because she advised ProSource the Township cannot enter into an agreement without the Fiscal Officer's signature. She said that she did not know until she got the copy of this contract that both of those printers are leased to the Police Department.
- **Trustee Heeter** said so one is in there and one is out here and it is a 5-year contract.
- **Trustee Johnston** asked what are they saying about modifying.
- **Fiscal Officer Evans** advised it is the same thing they said when they were on-site. They cannot exchange the black and white printer that is a pain to print trash bills through for one that is more like what we used to have and set up to print a large amount of trash bills. She stated that she did trash bills last quarter and it is difficult because you can't feed cardstock through anything but the manual feed tray and can only feed 5 through at a time. She said they advised we are stuck with that printer for the next 3 and a half years. They said the only thing we can do is add another printer and allow someone else to use that printer.
- **Trustee Warner** asked if **Trustee Johnston** talked to them and asked there's nothing that they're willing to do?
- **Fiscal Officer Evans** said Hayes and I both had a meeting with them. We can either add another printer on or switch the current printers.
- **Trustee Johnston** said we can give the Police Department the black and white and we take the other one.
- **Trustee Warner** said yeah.
- **Trustee Heeter** said he doesn't have a problem with that. He asked why they need a color printer.
- **Fiscal Officer Evans** said I couldn't tell you.
- **Trustee Warner** said but if they need it for something, it's out here.
- **Trustee Heeter** said it should be out here then.
- **Trustee Johnston** said that will resolve that and it won't cost us anymore then. He said the other thing is that the color printer inside the Police Department went over it's targeted number of copies every single month. He said he doesn't know what they were running off but our upcharge was not pennies, it was hundreds.
- **Fiscal Officer Evans** said there is an allowance on the number of pages.
- **Trustee Heeter** asked if the company needs to come out to make the switch.
- **Fiscal Officer Evans** said she believes Interlink was also here at the time.
- **Trustee Heeter** asked when we want to move them.
- **Trustee Warner** said as soon as possible.
- **Trustee Heeter** said next week.
- **Fiscal Officer Evans** stated that since she was not part of that contract set-up and wasn't the contact person on it, she had no idea that we were being charge extra on the contract because no one provided proof of insurance on those printers. We are no longer being charged insurance since she sent over proof of insurance on the printers.
- **Trustee Warner** said it sounds like just 2 people were involved with it.
- **Trustee Johnston** said we got all that taken care of during the meeting and everything is on track.
- **Fiscal Officer Evans** said they confirmed receipt of the insurance documents and removal of the property damage surcharge we were being charged.
- **GovDeals**
 - **Trustee Johnston** stated that he wants to change how we do GovDeals. He said that right now the Maintenance Department and the Police Department have GovDeals. He said **Fiscal Officer Evans** needs GovDeals as the Fiscal Officer of the Township. She doesn't have access because GovDeals only allows us 2 accounts. He suggests we terminate the Police Department's ability to put stuff on GovDeals.
 - **Trustee Heeter** said she should have all of it.
 - **Trustee Johnston** said we can do that. He said he was focused on the 2 accounts.

- **Trustee Heeter** said he has 2 or 3 cruisers to put on there so let's put her in charge of it.
- **Fiscal Officer Evans** suggests the Fiscal Officer and a Trustee. She always puts the President Trustee on all accounts. She said that last year when the trailer was sold, it took several months to receive the funds. She said it took forever to get anyone there to talk to her because she wasn't on the account and the issue was because GovDeals was not notified that the trailer had been picked up by the buyer.
- **Trustee Heeter** said that's even more reason for you to do it.
- **Trustee Johnston** said it's just like these filing cabinets over here. We can't get anybody to tell us whether they were put on GovDeals or not.
- **Fiscal Officer Evans** said Caleb said they were, it was either Caleb or Erica, she doesn't remember, but she doesn't have proof of it and she doesn't want to dispose of that until we have actual proof that they were listed and didn't sell.
- **Trustee Warner** asked if there is a minimum amount of time they have to be on there.
- **Fiscal Officer Evans** said she honestly doesn't know.
- **Trustee Warner** said okay, we can check into that.
- **Trustee Heeter** said the other option would be with these vehicles for instance if they don't sell, we receive donated cruisers, so if they don't sell they could be donated for education and that may be what it is if nobody buys them. He asked if there is a write-off or something for that.
- **Fiscal Officer Evans** stated yes.
- **Trustee Warner** stated there is.
- **Trustee Johnston** said the other thing with the cruisers is that Perry B has all the parts for those cruisers, the seats, the bumper guards.
- **Trustee Heeter** asked if we know what goes with what.
- **Trustee Johnston** said we don't have a clue.
- **Trustee Heeter** said we might have a skid of seats to sell on GovDeals then.
- **Trustee Johnston** said the thing with those seats is that they are probably very valuable.
- **Trustee Heeter** said they aren't worth anything sitting in a building.
- **Trustee Johnston** said half the building over there has got seats, bumper guards, and other parts to the cruisers. He said he hasn't been over there in a few months. He said Al has been over there with him and he's seen it all. He said he doesn't know if it is all still there.
- **Fiscal Officer Evans** said she thinks there is the 1 push bar that belongs, she believes, on the unmarked car and all the seats that were taken out when the cages were put in.
- **Trustee Johnston** said they all need to be disposed of also.
- **Trustee Heeter** said agreed.

- **Concrete Pad at Maintenance Building**

- **Trustee Johnston** said they have moved the oil tanks inside the building where the waste oil was going that they burn. He said the propane tank has been boxed in. He said one of the problems at the maintenance building is there is no wash-down area for the trucks and equipment. He said now that they have this space, they wanted to put a pad down to be able to wash the equipment down outside of the building because the building floods when you start washing in there. He said he guesses there's a blockage in the drain.
- **Trustee Warner** asked if there is a reason they can't wash it on gravel?
- **Trustee Johnston** said no, they could.
- **Trustee Warner** said he doesn't know why it's necessary to have a concrete pad. He said he washes his car in the gravel driveway.
- **Fiscal Officer Evans** asked if it was already started.
- **Trustee Heeter** said it sounds like that's a no.
- **Trustee Warner** asked what is the benefit to a concrete pad versus gravel or grass.
- **Fiscal Officer Evans** said she is only asking if this was already started because of all the quikrete that was purchased on the Lowe's card the other day.

- **Trustee Johnston** said he can use that on the cemeteries.
- **Trustee Heeter** said he thinks we should just not do that.
- **Trustee Warner** agreed.
- **Trustee Johnston** said there is a problem with the drain in the building so that's why they were taking it outside and in the summer time it is perfectly fine.
- **Trustee Heeter** said so the drain doesn't work very good or at all.
- **Trustee Johnston** said it's at a different slope and, before him, they had it looked at.
- **Trustee Warner** asked if you can Roto-Rooter it?
- **Trustee Johnston** said no, you would have to go in there and cut the concrete to fix the plumbing and that's just one of the problems with the building over there. He said it all slopes towards the office so it floods out.
- **Trustee Warner** asked if it has always been a problem.
- A former Township resident stated it has always drained slow.
- **Trustee Heeter** said he would rather address the drain issue than a concrete pad. A concrete pad outside is not going to do any good in the winter.
- **Fiscal Officer Evans** if the office has always been where it is. She stated she is just curious because she has only been there once.
- A former Township Trustee stated it has not. There was one small office and the bathroom up front.

- **Audit Update**

- **Fiscal Officer Evans** stated an extension request was received and approved again. The new due date is September 30th. She stated she has been extremely busy the last week and a half providing requested documents. She said we will be receiving some findings on the Audit.
- **Trustee Warner** asked how many extensions we have had.
- **Fiscal Officer Evans** advised this is number 4. She stated this is not her asking for extensions, this is the CPA doing our audit asking for extensions from the State. She advised that this time, the State is telling the CPA to ask for an extension because now the State is involved.
- **Fiscal Officer Evans** advised that no time sheets, including hourly and salary employees, for the Police Department will be a finding and a citation on the Audit. She said this was also mentioned on the previous audit which was an AUP (Agreed Upon Procedures) audit. This would have been listed in the managerial notes of that audit. The lack of time sheets affects the audit in several ways. The auditor cannot perform a leave balance test for any employee in the Police Department. They also mentioned that the Board needs to put a stop to the inflated vacation accrual. There are 2 department heads that have been receiving inflated vacation.
- **Trustee Heeter** asked if it is outside of the policy.
- **Fiscal Officer Evans** said absolutely.
- **Trustee Heeter** said then it will stop; it has to.
- **Fiscal Officer Evans** said Caleb just hit year 4 and is now accruing at the rate he is supposed to be. Chief Barga has been accruing at the same time since she was promoted to Chief. When asked why she was accruing at a higher rate, she said it was a verbal agreement when she was promoted.
- **Trustee Heeter** said that has no validity.
- **Fiscal Officer Evans** said the auditor doesn't care about verbal agreements. There is nothing signed in her personnel file.
- **Fiscal Officer Evans** stated regarding the Finney Law Firm payment, because that was court-ordered interest there will be no finding as far as the payment made in March of 2024. The only issue there may possibly be is a managerial note regarding prior years not being listed as debt.
- **Fiscal Officer Evans** stated there was a resident complaint submitted to the auditor regarding the Fiscal Officer being paid for Zoning duties on top of Fiscal Officer salary.
- **Trustee Warner** said that's a policy.
- **Fiscal Officer Evans** stated per O.R.C. 519.16 that is perfectly fine and legal counsel approved it.
- **Trustee Warner** said that is in our handbook as well.
- **Fiscal Officer Evans** said the auditor checked with the state as well and the stated said it is fine.

- **Fiscal Officer Evans** said regarding the resident complaint that the Board is making decisions outside of public meetings, the state said although it does seem as though in some public meetings there was no prior discussion in a public meeting, the complaint was too vague because they did not list specific topics discussed on specific dates.
- **Fiscal Officer Evans** stated regarding the resident complaint that the Board has hired employees without posting, this will be possibly a management note and this needs to be a management discussion.
- **Fiscal Officer Evans** stated regarding the hay contract, the state is not concerned about that because the contract was only for \$1.00.
- **Fiscal Officer Evans** said regarding the issue of asphalt grindings, there are no documents therefore no action can be taken.
- **Fiscal Officer Evans** stated there was a resident complaint about a public records request that was received between the time that Charity resigned and the time **Fiscal Officer Evans** came in, she stated she has no way to find that request because it would have gone to Karen and all of Karen's emails prior to 5/22/25 have been deleted. She stated she sent an email to the Board about Karen's emails as well as Lisa's emails being deleted as these are not recoverable. She said she would like to speak with Patrick with Oasis about archiving all of our emails.
- **Fiscal Officer Evans** stated there will be a managerial note because in 2024 temporary appropriations were not done until 1/16/24 and should have been done by 12/31/23. She stated that since she was not appointed until 1/9/24 it would have been impossible to have temporary appropriations done before the deadline.
- **Fiscal Officer Evans** said this will be a big one on the audit. The Verizon bill for the GPS units on the cruisers was being paid on a credit card by an employee in 2023 from September through December. She stated the auditor asked if the previous Fiscal Officer had spoken with the Board or employee about that. She provided the auditor with emails from the former Fiscal Officer to the employee advising her that she would prefer she not pay this bill on the credit card. There was also sales tax on this bill. She the former Fiscal Officer had cancelled that card and in January of 2024 the bill remained on auto-pay but from the checking account. Fiscal Officer Evans stated this bill continued to be charged sales tax until May of 2024 when she got access to Verizon Connect and was able to see the full bill because prior to that time she was only receiving the first page of the bill that does not provide a breakdown. The sales tax is on page 2. March through May of 2024 sales tax was reimbursed. Now that bill is mailed to the Township and paid with a check since **Fiscal Officer Evans** no longer has access to the Verizon Connect account.
- **Fiscal Officer Evans** stated there was a resident complaint regarding ARPA Funds and the temporary appropriations for ARPA Funds, that they were not used for allowable purposes. The auditor was sent the end of year appropriation for 2022, 2023, and 2024 and the temporary and permanent appropriations for all those years. The auditor said it looks like all Funds appropriated for each year were expended in those years and he doesn't believe this to be an issue.
- **Fiscal Officer Evans** stated that more hours will be billed for this audit. The original contract was for \$8,000.00.
- **Fiscal Officer Evans** advised that the auditor asked for the credit card policy due to the payment of bills on the credit card. She provided the previous policy and the current policy. The auditor saw that there is a credit card inventory mentioned in the policy and asked for the inventory. **Fiscal Officer Evans** advised the auditor that she had never received the inventory. He asked her to send him proof of when and how she asked for the inventory. She provided him with meeting minutes from December of 2024 and February, April and May of 2025.
- **Trustee Heeter** asked how many credit cards we have out.
- **Fiscal Officer Evans** advised there are 3 Huntington credit cards, she has one, Caleb has one, Chief Barga has one. She stated she has no idea how many Speedway cards we have.
- **Trustee Heeter** asked if this is just the Police Department or both Maintenance and Police.
- **Fiscal Officer Evans** stated both.

- **Trustee Heeter** asked so these are Speedway credit cards? And those don't run through you?
- **Fiscal Officer Evans** advised they do now. There were 7 new cards ordered earlier this year and she asked the Board to allow her to be the sole person over the Speedway account because nobody was aware that those new cards were ordered. She said she thinks at that time it brought us up to 22 fuel cards.
- **Trustee Heeter** asked why do we need 22 cards.
- **Fiscal Officer Evans** stated that is why she asked for an inventory, so she could cancel and destroy the cards we do not need.
- **Trustee Heeter** said so you need an inventory of how many credit cards they have.
- **Fiscal Officer Evans** stated yes, how many and where are they.
- **Trustee Warner** stated that when Trustee Music was here he had mentioned more than once about an excel spreadsheet.
- **Fiscal Officer Evans** stated she has never seen it. It was never sent to her, ever. She said Trustee Warner has his email.
- **Trustee Heeter** asked when she would like this, as soon as possible?
- **Trustee Johnston** stated that **Fiscal Officer Evans** told him on the cards that are not used, Speedway suspends them.
- **Fiscal Officer Evans** stated that is correct. Speedway mails their cards activated. She said if the cards go for a while without being used, Speedway will block them. She stated the cars that are sitting out there not moving, the one sitting in the corner with a flat tire, whichever cards are assigned to those cars will probably be blocked soon because the cars have not moved in a while.
- **Fiscal Officer Evans** stated that the auditor obviously always audits payroll. At the time of the audit, he asked about the policy regarding the insurance stipend. She finally located it with the help of former Fiscal Officer Behnken. Now that we have located the policy, we have found that the stipend has been severely overpaid to the employee. She said when she started in January of 2024 she asked the employee and Trustee Music how the stipend was supposed to be paid. The answer she received was that it was an agreement when the employee started that they were supposed to receive this every 2 weeks. In 2023, sometimes it was paid every 2 weeks and sometimes once a month, which is why she questioned it and she was told incorrectly.
- **Trustee Warner** asked which one was correct.
- **Fiscal Officer Evans** stated it was supposed to be paid monthly.
- **Trustee Heeter** asked that's specified by policy, right?
- **Fiscal Officer Evans** said absolutely.
- **Trustee Heeter** said then that's it.
- **Fiscal Officer Evans** stated now it is August, so he has already been paid too much for the year.
- **Trustee Heeter** asked so he's done then, right?
- **Trustee Johnston** stated we are probably going to have to eat that.
- **Trustee Heeter** said on the time sheet thing, obviously you still aren't getting any of that?
- **Fiscal Officer Evans** stated she gets a schedule.
- **Trustee Heeter** asked if the Police Department has a time clock system.
- **Fiscal Officer Evans** advised that she told former Trustee Music all the time that the auditor says we have to have time sheets, not a schedule that says so-and-so worked this many hours this day with 12 hours here, 8 hours there, it has to say time in and time out. She stated the answer she got back was that if the auditor asks for those, then the auditor can come ask the Chief for those when the auditor is here. She advised the auditor is not going to come ask for something that should already be in the Fiscal Office. She said to her understanding, from what former Trustee Music said, time sheets can be produced from the Police Department's time-keeping system.
- **Trustee Heeter** asked that you have? Or that they have?
- **Fiscal Officer Evans** advised that she does not have it.
- **Trustee Heeter** asked if they do have a time clock system.
- **Fiscal Officer Evans** stated she guesses they do. She doesn't know how that system works, she never had access to it. She said the system that

Caleb uses, she used to have access to it, she had access for a few months and doesn't anymore. She stated that system is like a time clock system and can be accessed from a phone or a computer.

- **Fiscal Officer Evans** stated there is a time clock on the counter and one at the maintenance building.
- **Trustee Johnston** said the time clock that is in there was for the previous Police Department to clock in and clock out. He said when he questioned why they don't use it he was told what do you want me to do, go out and patrol and protect the neighborhood or spend all day clocking in and out with a time card.
- **Trustee Heeter** said first of all, the first part of that is your job.
- **Trustee Johnston** said we use the time clock to time stamp all mail.

- **Policies**

- **Fiscal Officer Evans** asked **Trustee Warner** if he had his list.
- **Trustee Warner** stated one of the things he and **Fiscal Officer Evans** were talking about is other policies that need to be updated or revised or improved or new policies the Board needs to start implementing.
- **Trustee Johnston** said he is working on a policy to evaluate employees based on 2 evaluation periods. He stated we will close all employees out in the month of December, then at the 6-month point there will be a self-assessment done to the supervisor or the supervising Trustee of how they are meeting the elements of their job.
- **Trustee Warner** asked **Fiscal Officer Evans** to run down her list.
- **Fiscal Officer Evans** stated she added personnel files to the list because there is always an argument of where they are located and who has the most recent one. She said she has sent a couple emails this week showing who used to fulfill requests for Police Department personnel files and why she doesn't do them because she doesn't have full personnel files. She stated even our legal counsel has said those files should be in the Fiscal Office. She said she would like it if the Board would implement a policy to that effect.
- **Fiscal Officer Evans** stated the Board had talked about implementing a pay scale for each Department and position.
- **Fiscal Officer Evans** stated time sheets and cards were already discussed.
- **Fiscal Officer Evans** stated the insurance stipend policy needs looked at. She stated she did have something to add to that. She said at the beginning of 2025, the Board made a decision to no longer cover spouses if the spouse was offered insurance at their employer. She stated per the policy that was located, the \$120 is for a family. She asked why would the Township pay for a spouse's insurance premiums elsewhere if we do not cover spouses.
- **Trustee Warner** asked what if it is single with kids.
- **Fiscal Officer Evans** stated it is \$90. It is \$60 for employee, \$90 for employee and children, \$100 for employee and spouse, and \$120 for family.
- **Trustee Heeter** said if the employee elects not to have the insurance because their spouse is carrying it, it should just be for that person, not the other 3.
- **Fiscal Officer Evans** stated the Township policy and O.R.C. state that the employee is responsible for proving to the Township every year that they are covered on another insurance policy. She stated that she thinks it would be in the best interest of the Township, since the other is outdated and the Township no longer offers insurance for spouses if they are covered, to write a new policy.
- **Trustee Warner** agreed.
- **Fiscal Officer Evans** stated the last time the Records Retention Policy was written and sent to the state was done by Fiscal Officer Behnken. This should probably be updated with new verbiage.
- **Trustee Johnston** said we are probably holding onto information that we don't have to.
- **Fiscal Officer Evans** stated we are. She added, does that room not lock anymore?
- **Trustee Johnston** stated there is no lock on that door.

- **Fiscal Officer Evans** stated there used to be, so she is confused.
- **Trustee Heeter** stated that doesn't sound right.
- **Fiscal Officer Evans** confirmed so the records room doesn't lock anymore? Does the PD room lock?
- **Trustee Johnston** stated the PD room does lock.
- **Fiscal Officer Evans** stated the Public Records Policy is very old. She is not sure that everyone has read it. She also feels it would be beneficial to add to the Policy Book that all employees take the Public Records Training as it is a requirement.
- **Fiscal Officer Evans** stated that **Trustee Heeter** had asked for a review of the 4 new policies the Board had passed.
- **Fiscal Officer Evans** stated she also wanted to bring up the recently adopted Spending Policy because there have been several credit card purchases recently that are not following policy by not having a Purchase Order or that they have sales tax.
- **Trustee Johnston** stated the problem with the spending policy is that the employees are still focused on the old policy that they can spend up to \$10,000 on the credit card. He said that one of the employees said they can spend up to \$3,000 on the credit card.
- **Fiscal Officer Evans** said the \$3,000 is mentioned under the Then-and-Now Certificate.
- **Trustee Johnston** stated you have to ask the Board to spend the money and the reason you have to ask Jamie is because we have to make sure we have the money before you spend it.
- **Fiscal Officer Evans** said explain it like this, when the auditor comes, he sends me a list of samples to pull. He expects the invoice, the purchase order that was issued before that purchase was made, and the check stub. She stated that if she doesn't have a purchase order attached to that, it falls on her. She said let's say there's a Then-and-Now Certificate on it which means that it was needed and the Fiscal Officer wasn't available or it was an emergency. She has to be able to prove that was an emergency and why she issued a Then-and-Now Certificate. She said that is where the \$3,000 comes in, under the Then-and-Now Certificate. Those can only be issued in strict compliance with O.R.C. subject to approval by the Resolution of the Board.
- **Trustee Johnston** said we need to hold a training session so they can come in and ask questions. He said each one of them has a different thought process on how to do business. He said he told the Fiscal Officer to just turn the credit cards off or have them come get the card from her.
- **Fiscal Officer Evans** stated she will not be available for them to come get the credit cards from so it will have to be she will just turn the credit card off. She said we cannot be paying sales tax on any purchases.
- **Trustee Warner** said he thinks it's important to just do the training.
- **Trustee Heeter** said yes, we do the training, then if there's a problem...
- **Trustee Johnston** stated then it's a write-up.
- **Trustee Heeter** added and loss of privilege.
- **Fiscal Officer Evans** stated we have a credit card policy and Section 5 of the Spending Policy is the credit card use policy which says that she is supposed to have credit card receipts within 2 business days. She said she thinks that is a little soon. She stated however, every month she has to ask for invoices from credit card purchases.
- **Trustee Heeter** said that will be another reason to lose privileges.
- **Fiscal Officer Evans** brought up the logins for the Amazon account. Everyone is using Caleb's login which makes it look like Caleb is making purchases for the Police Department.
- **Fiscal Officer Evans** stated that every time there is a holiday on a Friday or a Monday there is no one working in the Township the day before or the day after the holiday. She stated it is not in the handbook and she has never worked anywhere where that is okay. She said she doesn't know if anyone else gets complaint calls on that, because she does.
- **Trustee Heeter** stated that he has requested the Police Department's schedule a month in advance and he has requested that he be made aware if someone will not be there that he be aware if this will be a vacation day or sick day. He stated he has received responses on some of what he has requested and has not received an answer of why the

Township was not covered today and he is working on that. He stated it will be resolved.

- **Trustee Johnston** stated he is told when they are taking a day off or a sick day.
- **Fiscal Officer Evans** stated she had received calls from 2 different residents today asking why every time there is a holiday Caleb takes the Friday off. She said she told them she doesn't know.
- **Trustee Heeter** stated that each should be approved and he doesn't care how it was done in the past but that is how he wants it done. He stated the expectation is that if you are not going to be here, he wants to know. He said anywhere he worked, that is how it is done.
- **Fiscal Officer Evans** stated it does raise a question when residents start noticing that every time before a holiday, nobody works. She mentioned Juneteenth. The day after was when Eversole Cemetery was broken into and nobody worked that day which is why she had to go take care of it. She said that is why she is bringing it to the Board's attention.
- **Trustee Heeter** asked if she is speaking from a policy perspective.
- **Fiscal Officer Evans** stated from a policy perspective. It does not say in the policy that employees will not be paid for holidays if they don't work the day before and the day after a holiday.
- **Trustee Heeter** stated it has been his experience that you can request a vacation day the day before or after a holiday and if you're sick you could possibly still be paid but that you cannot take a personal day the day before or after a holiday. He said authorized leave is one thing, but not is another. He stated comp time does not apply either. You cannot take comp time the day before or after a holiday.
- **Trustee Johnston** said you can't take vacation and comp time at the same time either.
- **Trustee Heeter** said he doesn't know why you would want to do that; you'd lose your comp time.
- **Trustee Warner** asked if that was all regarding policies.
- **Fiscal Officer Evans** stated yes, and again, she just wanted to bring that up because she is asked about it all the time.
- **Trustee Johnston** asked if the handbook addresses it at all.
- **Trustee Warner** said it doesn't, she just said that.
- **Fiscal Officer Evans** said it doesn't at all.
- **Trustee Warner** said so according to our policy right now, it's fine.
- **Fiscal Officer Evans** said yes.
- **Trustee Johnston** said so if they want to take a vacation day on Friday and the holiday is Monday it's fine.
- **Trustee Heeter** stated as long as it was authorized vacation. He said if you're going to take a day of vacation, we should know.
- **Trustee Johnston** stated that in this particular case, he was asked. He said then he tells Jamie because when the time sheets come in, she is tracking. He said when the time sheets come in, he goes through every single item on the time sheets looking for discrepancies.

- **Future Scheduled Special Meeting Update**

- **Trustee Warner** said originally we had these scheduled for the last Friday of the month before the next month's Trustee meeting and because of our flexible schedules and with former Trustee Music being off on Fridays, Friday mornings worked out. But now with Trustee Heeter having to work in the morning time, we had adjusted these to the evening. He said he is suggesting a Thursday 5:00 PM meeting.
- **Fiscal Officer Evans** asked for that to be changed to 6:00 PM.
- **Trustee Johnston** stated the reason is that Jamie has a new job 25 minutes away.

- **Veteran's Day**

- **Fiscal Officer Evans** stated the November regular meeting falls on Veteran's Day and she doesn't feel like it's okay to have a meeting on Veteran's Day.
- **Trustee Warner** asked if we want to make it Wednesday?
- **Trustee Heeter** stated he can make Monday or Wednesday.
- **Fiscal Officer Evans** suggested the following Tuesday.

- **Trustee Johnston** stated or the first Tuesday.
- **Trustee Warner** said that is election day.
- **Trustee Warner** said let's keep it on Tuesday and do it on November 18 at 6:00 PM.
- **Fiscal Officer Evans** stated for full disclosure, she wants to try to help get some of these policies done that way if she is not successful in the election, the new Fiscal Officer will not have to worry about it.
- **Trustee Heeter** asked if we are going to break those up and share.
- **Trustee Warner** said yeah.

- **Executive Session pursuant to 121.22 (G)(1) to consider the employment, dismissal or discipline of a public employee**
 - **Trustee Heeter** stated we have decided that we are not going to do this tonight. Executive Session tabled.

- **Fire Department Contracts**
 - **Trustee Warner** stated there was a Fire Levy passed in 2022 when the new contract was entered into and the one that they have currently proposed has an increase for 2026, 2027, and 2028 at 3% per year of the levy fund distribution.
 - **Trustee Warner** read the following: The Trustees shall pay to the city an additional percentage increase above the 2024 levy fund distribution of \$408,205.06 per year compounded each year of the contract to equal the following payment schedule: 2026 - \$12,246.15, 2027 - \$12,613.54, 2028 - \$12,991.94. These funds are to help offset the rising cost of Fire and EMS equipment and services. He asked **Fiscal Officer Evans** where that increase will come from.
 - **Fiscal Officer Evans** stated that proposal forces the Township into a levy. She stated the Board decided to put on a levy and that levy fails, then the increase will come from the General Fund. She advised the General Fund cannot afford that increase. She stated that every year, the Fire Departments receive in more than what the contract requires. She said there is a set dollar amount and there is always more received in and sent to the Fire Department Departments than what the contract states. Any Funds brought into Fund 2111 (Fire Department Levies) has to be disbursed to the Fire Departments.
 - **Trustee Warner** asked why that is.
 - **Fiscal Officer Evans** stated it is because the levy goes off Schedule A & B which tells us the minimum amount that could potentially be brought in but is always more.
 - A resident asked who already met with the Fire Department.
 - **Trustee Johnston** advised that Zach Music did.
 - **Fiscal Officer Evans** advised that \$797,011 is the projected amount to be brought in for the fire levies in year 2025.
 - **Trustee Warner** asked if that was for both Fire Departments.
 - **Fiscal Officer Evans** said it is.
 - **Trustee Warner** said this is just for Brookville.
 - **Fiscal Officer Evans** advised you have to divide it in half.
 - **Trustee Warner** asked if it is 50/50.
 - **Fiscal Officer Evans** advised it is. She stated in 2024 we had to disburse equally between the Fire Departments \$785,077.39. Funds received were \$825,194.95.
 - **Trustee Warner** asked how. The contract is the contract.
 - **Fiscal Officer Evans** advised that anything receipted in has to be disbursed. She stated she explained that to former Trustee Music before he had that meeting with Brookville, that they are already getting more than the contract and they always have.
 - A resident asked if it is still in the contract that they attend meetings.
 - **Trustee Warner** stated it is.
 - The resident stated that they broke the contract.
 - **Fiscal Officer Evans** asked if they noticed that the new contract states that Brookville Fire Chief is to be appointed as the Fire Prevention Officer rather than appointing one or the other.
 - **Trustee Warner** said the new contract says that the Fire Chief and City Manager may meet.

- **Trustee Warner** said he thinks we are all in agreement that we are not interested in an increase.
- **Fiscal Officer Evans** asked if anyone has gotten anything from New Lebanon.
- **Trustee Heeter** asked if there is a reason we use both?
- **Trustee Warner** said because Amity Road is the halfway line.
- There was inaudible discussion in the audience.
- **Trustee Warner** said he will reach out to New Lebanon and get theirs.

Motion to Adjourn:

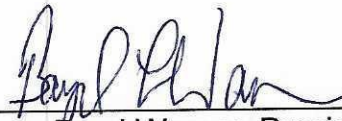
Moved by: President Trustee Warner Second: Trustee Johnston

Roll Call:

Vote:	Yes	No	Abstain	Absent
Trustee Warner	X			
Trustee Johnston	X			
Trustee Heeter	X			

Motion Passed
Time: 6:36 p.m.

Jamie Evans, Fiscal Officer



Boyd Warner, President Trustee

SPECIAL MEETING SIGN-IN SHEET

Date: August 29, 2025 @ 5:00 P.M.

NameAddress[illegible]



Final Details for Order #114-2328676-6339430

Order Placed: June 25, 2025
Amazon.com order number: 114-2328676-6339430
Order Total: \$53.00

Shipped on June 25, 2025	
Items Ordered 1 of: 1,000 Compulabel 430558, 4.25 x 5.5 Post Cards, 4/Sheet , <i>Compulabel</i> Sold by: NextDayLabels (seller profile) Condition: New	Price \$53.00
Shipping Address: Perry Township 3025 JOHNSVILLE BROOKVILLE RD BROOKVILLE, OH 45309-9309 United States	Item(s) Subtotal: \$53.00 Shipping & Handling: \$0.00 ----- Total before tax: \$53.00 Sales Tax: \$0.00 -----
Shipping Speed: Standard Shipping	Total for This Shipment: \$53.00 -----

Payment information	
Payment Method: MasterCard Last digits: 9215	Item(s) Subtotal: \$53.00 Shipping & Handling: \$0.00 -----
Billing address Perry Township 3025 JOHNSVILLE BROOKVILLE RD BROOKVILLE, OH 45309-9309 United States	Total before tax: \$53.00 Estimated Tax: \$0.00 ----- Grand Total: \$53.00
Credit Card transactions	MasterCard ending in 9215: June 25, 2025: \$53.00

To view the status of your order, return to [Order Summary](#) .

Deliver to Perry
Brookville 45309

All ▾4.25 x 5.55 post cards 4/sh

EN

Hello, Jamie
Account for Perry Township... ▾

0

All

Get the app ▾

Labor Day Sale

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Business Savings

Back to School Deals

Lists ▾

Business Prime ▾

Guide buyers in your org

Group: Perry Township Montgomery County

Mark product as preferred

View other policies ▾

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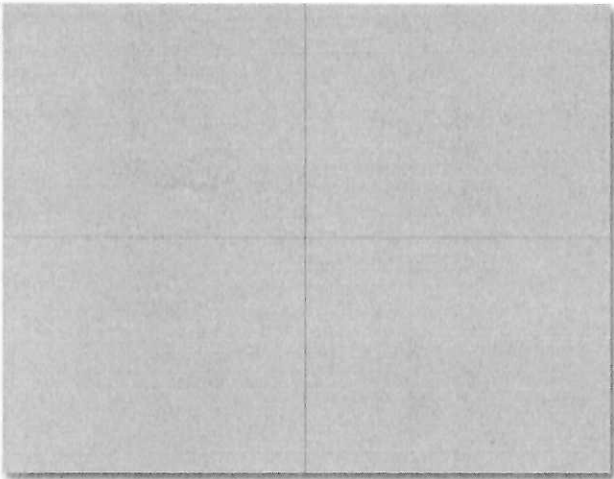
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Office & School Supplies ▸

Forms, Recordkeeping & Money Handling ▸

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Clipboards



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Great Papers! Printable
Postcards, Inkjet, Laser,
110 Lb, 5.5 X 4.25, Bright
Yellow, 200 Cards, 4
Cards/Sheet, 50
Sheets/Pack

Visit the Great Papers! Store

4.3 (7) | Search or ask

Typical price: ~~\$15.11~~ Details

Price: \$12.64 ⁵² \$13.20

FREE Returns

You Save: \$2.47 (16%)

Buy more, save more

2 units
-27% \$22.10
\$11.05/unit

10 units Lowest price
-35% \$98.20
\$9.82/unit

Additional shipping fees may apply for items
fulfilled directly by selling partners.

Get Net 30 payment terms instantly when
you add invoicing to your account. Add now

May be available at a lower price from other
sellers, potentially without free Prime
shipping.

- Micro-perforated for easy separation with a clean edge.
 - Compatible with most inkjet and laser printers.
- See more product details

Report an issue with this product or
seller



Shop now

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One-time purchase:
\$12.64

FREE Returns

FREE delivery **Monday,
September 1**. Order within 9
hrs 52 mins

Deliver to Perry - Brookville
45309

In Stock

Quantity: 1

Request quote for 999+

Add to Cart

Buy Now

Secure transaction

Ships from and sold by Amazon.

Return policy:
30-day refund / replacement
☐ Add a gift receipt for easy
returns

Subscribe & Save
\$12.64 (\$12.64 / Count)

**FREE delivery Monday,
September 1**
Ships from: Amazon
Sold by: Amazon

Add to List

Other sellers on Amazon

New (2) from \$12.50

Deliver to Perry
Brookville 45309

All ▾4.25 x 5.55 post cards 4/sh

EN ▾

Hello, Jamie
Account for Perry Township... ▾

0

All

Get the app ▾

Labor Day Sale

Buy Again

Today's Deals

Labor Day Sale: August 18- September 2

Lists ▾

Business Prime ▾

Guide buyers in your org

Group: Perry Township Montgomery County

Mark product as preferred

View other policies

▾

Office Products

Office Deals

School Supplies

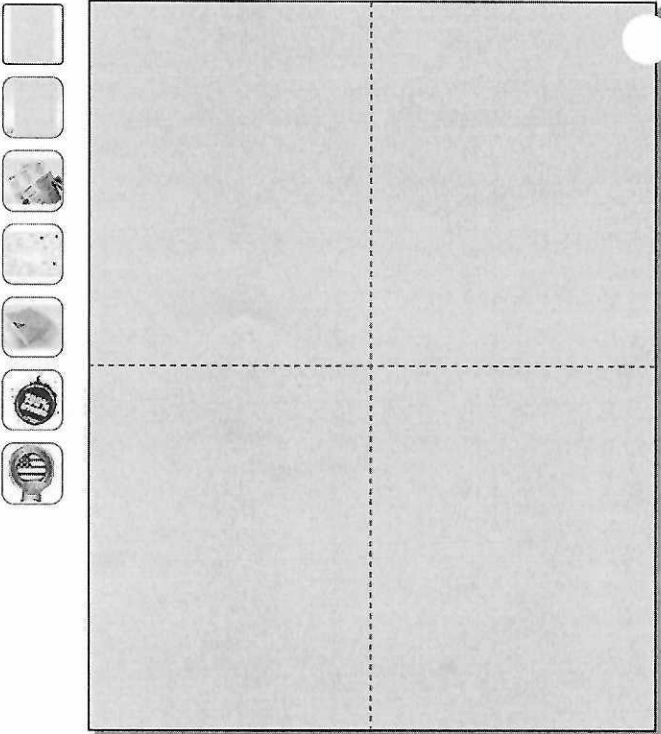
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Blue, Yellow, Green, Pink

8-1/2" x 11" Laser/Inkjet Postcards 4 Per Page, (4-1/4" x 5-1/2" Each Card | Green, 1000 Cards)

Visit the NextDayLabels Store

4.6 (3,367) | Search or ask

Typical price: ~~\$43.99~~ Details
Government Price **\$43.07** (\$0.04 / count)

FREE Returns
You Save: \$0.92 (2%)

Get Net 30 payment terms instantly when you add invoicing to your account. Add now

 Buying multiple items? Go to multi-select

Color: Green



\$43.07 (\$0.04 / count)
~~\$43.99~~
FREE Delivery Monday



\$43.07 (\$0.04 / count)
~~\$43.99~~
FREE Delivery Monday



\$43.07 (\$0.04 / count)
~~\$43.99~~
FREE Delivery Monday



\$43.07 (\$0.04 / count)
~~\$43.99~~
FREE Delivery Monday



\$43.07 (\$0.04 / count)
~~\$43.99~~
FREE Delivery Monday



\$43.07 (\$0.04 / count)
~~\$43.99~~
FREE Delivery Monday



\$38.77 (\$0.04 / count)
FREE Delivery Monday



See available options

Size: 1000 Cards

\$43.07 (\$0.04 / count)

FREE Returns

FREE delivery **Monday, September 1.** Order within 9 hrs 50 mins

Deliver to Perry - Brookville 45309

In Stock

Buy more, get it as low as \$42.24

Quantity: 1

Request quote for 237+

Add to Cart

Buy Now

 Secure transaction

Sold by NextDayLabels and Fulfilled by Amazon.

Seller Credentials:
889 certification, Classified Small Business - Gartner Standard, Registered Small Business, Minority-Owned Business

Return policy:
30-day refund / replacement

☐ Add a gift receipt for easy returns

Add to List

Shop now

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Office Products › Office & School Supplies › Paper › Cards & Card Stock › Postcards

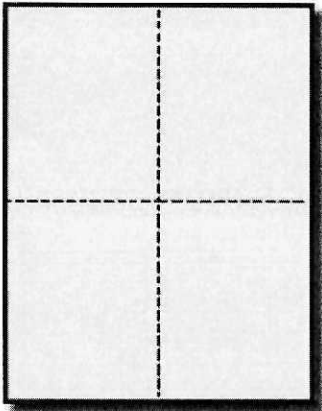
Purchased 3 times

Last purchased Jun 25, 2025

View order



White - current



Click to see full view

1,000 Compulabel
430558, 4.25 x 5.5 Post
Cards, 4/Sheet

Brand: Compulabel

4.2 (7) | Search or ask

Price: ~~\$77.46~~

Business Price **\$73.59**

You Save: \$3.87 (5%)

Buy more, save more

3 units
-7% **\$216.36**
\$72.12/unit

7 units Lowest price
-9% **\$494.55**
\$70.65/unit

◀ ▶

Additional shipping fees may apply for items fulfilled directly by selling partners.

Get Net 30 payment terms instantly when you add invoicing to your account. Add now

Brand Compulabel

Color White

Item 7 Pounds

Weight

Sheet 250

Count

Brightness 96

About this item

- 250 sheets of Blank, Printable Index Cards, 4-1/4" x 5-1/2"
- Each card is 4.25 x 5.5 inches, 4 cards per sheet
- › See more product details

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Similar item to consider

\$73.59

FREE delivery Friday,
September 5. [Details](#)

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45309

Only 20 left in stock - order soon.

Quantity: 1

Request quote for 142+

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Buy Now

🔒 Secure transaction

Ships from and sold by Rapid
Supplies - 20 Years.

Return policy:
30-day refund/replacement

Add to List

Other sellers on Amazon

New (2) from \$73.59 & FREE
Shipping

- Michael Geiger Tax Assessment letter \$381.80 Entity #100918
 - o iWorQ shows no payment since 5/2/24
 - 0- o Mr. Geiger states this is a mistake and he always placed cash payments in the drop box
 - o Jess found 2 old receipt books, but no receipts for these payments
 - o Lisa did not write receipts for drop box payments
- Patricia Buxton Tax Assessment letter \$308.00 Entity #101342
 - o Recently purchased the parcel on 3/14/25 which is just land/junk yard with an old uninhabitable mobile home they are in the process of cleaning up
 - 0- o She doesn't believe she should have to pay since no one has lived there for years and she owns the adjacent property which they do have trash service at
 - o Balance on account was assessed to taxes of previous owner in 2023
- Alfred Blunk Entity #102563
 - o Called Jess on 8/27/25 asking why trash service was reinstated after 5 years of no service
 - o Notes on account beginning 12/11/24 – Lisa had Al drive by property, no trash cans but junk cars – Mr. Blunk's phone # is disconnected, left message for previous renter
 - ✓ o 12/11/24 – Lisa spoke with renter, Mr. Lawson, still renting and still lives there – note states she advised the renter she would be invoicing beginning that quarter (4th quarter 2024)
 - o 8/4/25 – I received returned bill, which was in the name of the renter – we cannot put bills in renters' names for tax assessment purposes – looked up property on auditor's website and changed account to owner's name – mailed bill to owner's address on auditor's website which triggered the call
- Jamie Stegner Entites #103166, 102216 and 103165
 - o She has been paying 3 bills for trash for 1 parcel
 - o There are 2 houses on 1 parcel
 - o 1 entity needs removed (102216) REMOVE
- Jesse Dale Hypes Entity #102295
 - 0- o 4331 Sulphur Springs is vacant
 - o No electric and no one has lived there in over 11 years (he lives at 4551 Sulphur Springs)
 - o Note on account from Lisa on 11/20/24 – not sure why account is inactive – letter to be sent 12/2/24 to let owner know will be reactivated (service was discontinued in 2014)

-0- 102157

From: Jess Starnes <jstarnes@perrytownship-mcoh.org>
Sent: Thursday, August 21, 2025 12:01 PM
To: Boyd Warner; Blaine Heeter; Hayes Johnston; Jamie Evans
Subject: Michael Geiger tax assessment letter

Michael Geiger came into this office today around 11:30am with his tax assessment letter, which shows he owes \$381.80

Per IWorQ's no payment has been entered into the system since 5/2/24.

He states there is a mistake as he has always put CASH in an envelope and put in the drop off box.

I have only found 2 old receipt books, that show nothing.

How do you want me to handle this??

Best Regards,

Jess Starnes
Perry Township - Montgomery County, OH
Office Administrator
3025 Johnsville-Brookville Rd, Brookville, OH 45309
937-833-3045/937-833-6491
Mon-Thurs 8am-1pm

From: Jess Starnes <jstarnes@perrytownship-mcoh.org>
Sent: Thursday, August 21, 2025 11:18 AM
To: Jamie Evans
Cc: Boyd Warner; Blaine Heeter; Hayes Johnston
Subject: Patricia Buxton - tax assessment letter

Jamie,

Patricia Buxton called in today around 11:05am to let us know that she received a tax assessment letter for \$308.

She advised that they just bought the Parel on 3/14/25, which is just land aka junk yard. It has an old uninhabitable mobile home as well as a bunch of junk that they are in the process of cleaning up that may be done over this weekend.

She doesn't believe she should have to pay since no one has lived there for years and they own the adjoining property, which they do have trash service at.

Please advise as to how to handle this in iWorQ's.

Best Regards,

Jess Starnes
Perry Township - Montgomery County, OH
Office Administrator
3025 Johnsville-Brookville Rd, Brookville, OH 45309
937-833-3045/937-833-6491
Mon-Thurs 8am-1pm

From: Jess Starnes <jstarnes@perrytownship-mcoh.org>
Sent: Wednesday, August 27, 2025 12:14 PM
To: Jamie Evans; Boyd Warner; Blaine Heeter; Hayes Johnston
Subject: Trash Payments

Alfred Blunk (⁶³#102536) called to state hasn't had service in 5 years, why now? I noticed trash was stopped 9/25/2020 and reinstated 12/11/2024 - he still has a renter however there are no can and trash to pick up

Best Regards,

Jess Starnes
Perry Township - Montgomery County, OH
Office Administrator
3025 Johnsville-Brookville Rd, Brookville, OH 45309
937-833-3045/937-833-6491
Mon-Thurs 8am-1pm

From: Jess Starnes <jstarnes@perrytownship-mcoh.org>
Sent: Wednesday, August 27, 2025 12:31 PM
To: Jamie Evans; Boyd Warner; Blaine Heeter; Hayes Johnston
Subject: Trash Billing

Jamie Stegner (#103166,102216 and 103165) (abc LADY)
came in to let us know she has been paying for 3 bills for trash.

2 houses on one parcel - A will need to be suspended B/C are one house and we need to combine bills
so she isn't getting multiple for whatever reason.

Best Regards,

Jess Starnes
Perry Township - Montgomery County, OH
Office Administrator
3025 Johnsville-Brookville Rd, Brookville, OH 45309
937-833-3045/937-833-6491
Mon-Thurs 8am-1pm

J.evans@perrytownship-mcoh.org

From: Jess Starnes <jstarnes@perrytownship-mcoh.org>
Sent: Thursday, August 28, 2025 12:38 PM
To: Jamie Evans; Boyd Warner; Blaine Heeter; Hayes Johnston
Subject: Trash Billing

Hi All,

Mr, Hypes came to let us know that 4331 Sulphur Springs is vacant (#102295), it has no electric and has not lived at this address in over 11 years.

He lives at 4551 Sulphur Springs (#102887)

How should I proceed.

Best Regards,

Jess Starnes
Perry Township - Montgomery County, OH
Office Administrator
3025 Johnsville-Brookville Rd, Brookville, OH 45309
937-833-3045/937-833-6491
Mon-Thurs 8am-1pm



Fleet Management Agreement

APPLICATION NO.

CONTRACT NO.

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to the company listed below in the Lessor Acceptance.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Township Of Perry			3025 Johnsonville Brookville Road	
CITY	STATE	ZIP	PHONE	FAX
Brookville	OH	45309	765-833-5487	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
LEXMARK 47C9800 XC4342 COLOR MFP		
LEXMARK 40C2300 ADJUSTABLE STAND		
LEXMARK 38S0940 XM3350 B/W MFP		
LEXMARK 35S8502 ADJUSTABLE STAND		
☐ See attached Schedule A ☒ See attached Billing Schedule		

TERM AND PAYMENT INFORMATION

60	Payments* of \$	202.92	If you are exempt from sales tax, attach your certificate.	*plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.				
Payment includes	B&W Pages per month	Overages bill quarterly at \$	per B&W page*	
Payment includes	Color Pages per month	Overages bill quarterly at \$	per Color page*	

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance, a division of U.S. Bank National Association	<i>Haley Lourey</i>	<i>Authorized Signatory</i>
LESSOR	SIGNATURE	TITLE
		DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Township Of Perry	<i>X [Signature]</i>	<i>TRUSTEE</i>	<i>5/3/24</i>
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
31-6000593	<i>ZACHARIAH MUSIC</i>		
FEDERAL TAX ID.#	PRINT NAME		

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

Township Of Perry	<i>X [Signature]</i>	<i>TRUSTEE</i>	<i>3/30/2024</i>
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$75 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the start date arising out of your acts or omissions. All indemnitees will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT:** YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits, including the rights to all payments hereunder, that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-506 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 3-month renewal term(s) under the same terms hereof unless you send us written notice between 60 and 120 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge.



Fleet Management
Grouped Pool Billing Schedule

APPLICATION NO.

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and U.S. Bank Equipment Finance.

POOL NAME:

Pool Location: Police Department Pink/white

MAKE/MODEL/ACCESSORIES

Lexmark xc4342

Stand

EQUIPMENT POOL DESCRIPTION

SERIAL NO.

STARTING METER

NOT FINANCED UNDER THIS AGREEMENT

☐

☐

☐

☐

☐

No. of Pages Included 1500

Overages billed at \$

.015

per page*

Please check one of the following: ☒ B&W Pages ☐ Color Pages

POOL NAME:

Pool Location: Police Department Color

MAKE/MODEL/ACCESSORIES

Lexmark xc4342

Stand

EQUIPMENT POOL DESCRIPTION

SERIAL NO.

STARTING METER

NOT FINANCED UNDER THIS AGREEMENT

☐

☐

☐

☐

☐

No. of Pages Included 500

Overages billed at \$

.077

per page*

Please check one of the following: ☐ B&W Pages ☒ Color Pages

POOL NAME:

Pool Location: Township Offices

MAKE/MODEL/ACCESSORIES

Lexmark xm3350

EQUIPMENT POOL DESCRIPTION

SERIAL NO.

STARTING METER

NOT FINANCED UNDER THIS AGREEMENT

☐

☐

☐

☐

☐

No. of Pages Included 1,500

Overages billed at \$

.014

per page*

Please check one of the following: ☒ B&W Pages ☐ Color Pages

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES

EQUIPMENT POOL DESCRIPTION

SERIAL NO.

STARTING METER

NOT FINANCED UNDER THIS AGREEMENT

☐

☐

☐

☐

☐

No. of Pages Included

Overages billed at \$

per page*

Please check one of the following: ☐ B&W Pages ☐ Color Pages

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment: \$ 5202.92

*Plus Applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

Township of Perry
CUSTOMER
24278 (2017)

X
SIGNATURE

TRUSZ
TITLE

5/3/24
DATE

Supplier:



AGREEMENT NO. 3060533

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 3060533 and any future supplements/schedules thereto, between Township of Perry, as Customer ("Customer") and U.S. Bank Equipment Finance, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority; will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (e) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or

schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Supplier:



AGREEMENT NO.
3060533

OHIO ADDENDUM (STATE AND LOCAL GOVERNMENT)

Addendum to Agreement # 3060533 and any future supplements/schedules thereto, between
The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

, as Customer ("Customer") and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Notwithstanding anything to the contrary set forth in the Agreement, title to the Equipment shall be in our name, subject to your interest under the Agreement.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay Payments and all other amounts required to be paid under the Agreement during the fiscal year in which the Agreement is made have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. [This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Name	Title	Signature
Jamie Evans	Fiscal Officer	Jamie Evans

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Hally Loung

Signature

Authorized Signatory

Title

Date

Township of Perry

Customer

X

Signature

TRUSTEE

Title

5/3/24

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Auditor of State of Ohio

MODIFICATION AGREEMENT

This Agreement between **Auditor of State Keith Faber** (Auditor), **Perry Township, Montgomery County** (Public Office), and **Charles E. Harris & Associates, Inc.** an independent public accountant (IPA), modifies an existing agreement between these parties as identified in SECTION I below and incorporated herein by reference. These parties agree to abide by all terms and conditions of the original agreement, except as specifically identified in Section II below, and that **no remuneration will be granted in relation to work performed under this modification prior to the execution of this Agreement by all parties.**

SECTION I – ORIGINAL CONTRACT INFORMATION

Public Office Name on RFP	Perry Township		
Original Contract Period	01/01/2021 To: 12/31/2026		
Date RFP was issued	09/07/2022	Date MOA Executed	10/26/2022
Public Office Contact	Jamie Evans, Fiscal Officer	E-mail	j.evans@perrytownship-mcch.org
IPA Contact	John Phillips	E-mail	john.phillips@cehccpas.com

SECTION II – MODIFICATION INFORMATION

Modifications are only appropriate for engagement services that were not known at the time of the original proposal and could not have reasonably been anticipated by the parties during the bid process. The hourly rate for modified services should not exceed the hourly rate originally proposed by the IPA firm. If multiple engagement periods are involved with this modification, contact the regional representative noted in the RFP for further instructions.

Fiscal Period Impacted by this Modification: From 01/01/2023 through 12/31/2024

IPA Engagement Due Date: 09/02/2025

Category (check all that apply):

☐	Change in Accounting or Auditing Standards	☐	Change in Laws or Regulations
☐	Change in Scope	☒	Change in IPA Report Due Date
☐	Other:	☐	New Due Date: 09/30/2025

NOTE: If the Modification is the result of a Change in Scope from a full audit to an AUP, a breakdown of budgeted hours for the AUP engagement is required to be submitted with the Modification Agreement for approval. The Breakdown of Budgeted Hours form in Appendix A must be completed for AUP engagements.

Explanation for Modification (include any additional reports required):

Did onsite testing. Lots of complaint issues reported to the state and working through those items. State assisted us with additional direction/work to be performed in response to complaints.

SECTION II – MODIFICATION INFORMATION (Continued)

Impact on Cost:	HOURS	RATE	COST	Subcontractor Cost Impact
Original Contract for Impacted Period	125.0	\$64.00	\$8,000	\$0
Previous Modification(s)	0.0	\$64.00	\$0	\$0
Current Modification for Impacted Period	0.0	\$64.00	\$0	\$0
New Contract Total for Impacted Period	125.0	\$64.00	\$8,000	\$0

SECTION III – RECITALS/APPROVAL

Due to the need for a contract modification, as stated in SECTION II above, the parties with intent to be legally bound agree as follows:

1. IPA shall, in the performance of its engagements related to the Public Office for the fiscal period set forth in the original Contract, previous Modification Agreements, and in this Agreement, perform all engagement work as set forth in the original Memorandum of Agreement, previous Modifications Agreements and in this Agreement;
2. In consideration of the modification to the engagement work documented herein, the Public Office shall make payment to the IPA as set forth in the original Memorandum of Agreement, as modified in SECTION II of this agreement above;
3. The performance of the engagement work provided for in this Agreement, and all related payments provided for herein, shall in all respects be subject to the terms and conditions set forth in the original Contract;
4. Should this modification cause the total hours of the contract to exceed the threshold established for use of a MBE/EDGE subcontractor, the IPA shall follow all minority participation and other relevant requirements of the original contract. If applicable, the required MBE/EDGE subcontractor with respect to this Agreement will be:

Subcontractor:

5. Should this modification involve the use of other subcontractors, the IPA shall follow all relevant requirements of the original contract. If applicable, the other subcontractor with respect to this Agreement will be:

Subcontractor:

Address:

In the event of any conflict or inconsistency between the provisions of this Agreement and the parties' prior contract, the provisions of this Agreement shall control in all respects.

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

John Phillips (Charles E. Harris & Associates, Inc.)

[IPA Firm]

08/29/2025

Date

Jamie Evans, Fiscal Officer (Perry Township)

Legislative Authority or Designee for Public Office

08/29/2025

Date

Auditor of State

Date

From: J.evans@perrytownship-mcoh.org
Sent: Saturday, September 20, 2025 4:33 PM
To: J.evans@perrytownship-mcoh.org
Subject: FW: FW: 3-12-2020 Meeting Minutes - Resolution 20:36 Perry Township Board of Trustees Policy Book Medical Waiver Attachment

From: aaron.taylor@cehcpas.com <aaron.taylor@cehcpas.com>
Sent: Thursday, August 28, 2025 12:07 PM
To: J.evans@perrytownship-mcoh.org
Subject: RE: FW: 3-12-2020 Meeting Minutes - Resolution 20:36 Perry Township Board of Trustees Policy Book Medical Waiver Attachment

Just heard back from one of the partners, he asked if we could get a list of the pays that that breaks down exactly which pays had the stipends that were additional to what he should have been receiving. I can see from your below totals the total number of extra payments per year, but he felt we should send the UAN pay stubs in as well when we ask the state about it. So if you could get the stubs together for the pays that had the stipend on it that shouldn't of, or if you could at least give me the pay dates of those I may be able to pull the stubs myself from the backup. I don't believe we need the full support (timesheets etc.) at this point unless we get directly asked for them, so just the UAN wage report for those should suffice.

Thank you!

Aaron Taylor
Charles E. Harris

-----Original Message-----
From: J.evans@perrytownship-mcoh.org <J.evans@perrytownship-mcoh.org>
Sent: Thursday, August 7, 2025 12:12 AM
To: 'Boyd Warner' <b.warner@perrytownship-mcoh.org>; 'h.johnston@perrytownship-mcoh.org' <h.johnston@perrytownship-mcoh.org>; 'B Heeter' <b.heeter@perrytownship-mcoh.org>
Subject: 3-12-2020 Meeting Minutes - Resolution 20:36 Perry Township Board of Trustees Policy Book Medical Waiver Attachment

Trustees:

I have brought up the medical waiver stipend several times over the past 19 months. I have asked about this because when I started, this was set up to be paid out on each check and looking back at 2023 and 2024, some months it was paid biweekly and some months it was paid monthly. Former FO Behnken has also brought it up in a few meetings. I have attached emails that both former FO Grill and I had with Caleb. I was told by former Trustee Music to continue to pay Caleb out biweekly as he had been since there was no policy in the handbook directing if this payment was to be paid biweekly or monthly until a new policy was decided on.

Former FO Behnken and I reviewed the 2018 and 2019 meeting minutes together as she thought the original resolution for this stipend was in one of those years. Former FO Behnken remembered this was started when Randall Robbins asked the Board to entertain a medical waiver stipend in 2020 when he was promoted to full-time. It was passed at the 3/10/20 regular meeting by resolution 20:36 as an attachment to the Perry Township Policy Book.

Unfortunately, Caleb was paid the \$120.00 stipend 7 times in 2021 (should have only been 6 as he started in late June, first payment would have been in July), 17 times in 2022, 13 times in 2023, 26 times in 2024, and 16 times so far in 2025. This amounts to an overpayment in medical waiver stipends of \$3,000.00.

You will see on the attached email I exchanged with Caleb, he advised me this payment was to be biweekly per an agreement he had when he first started and that Lisa Kozarec told him this was paid out just like the insurance comes out of a biweekly check.

Per the attached meeting minutes and resolution, this is a monthly stipend and should never have been paid out biweekly. Also, any employee receiving this stipend is responsible, per this Township Policy and ORC, for submitting proof that they are covered under another health care plan. There is no proof of such in Caleb's personnel file. The monthly waiver credit (stipend) is also based on the employee's enrollment level of their other health care plan based off the attached resolution.

Jamie J Evans
Fiscal Officer
Perry Township, Montgomery County, Ohio
j.evans@perrytownship-mcoh.org
937-833-3045

THE PERRY TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING
held on March 10, 2020

Page 1 of 7

Meeting was called to order by Trustee Mears at 7:00 p.m.

Pledge of Allegiance

Roll was called

Present were: Trustee Mears, Trustee Wynne, Trustee Harshorn

Present for the Record: FO Behnken, Road/Cemetery Supervisor Mike Kraft, Police Chief Littleton

Absent Kate Christian, Zoning Administrator

Trustee Mears stated for the record she has not been feeling well and cannot talk that long and will have Trustee Wynne run the meeting

Trustee Wynne introduced Ilona Seaman with ipanda designs. Trustee Mears spoke to Ilona Seaman at the OTA Conference. Ms. Seaman is a web designer and is attending the meeting to tell what she has to offer, what her financial obligation would be if she worked with the township. Trustee Hartshorn has been working on some web designs and to collaborate together on what Ms. Seaman has to offer.

Ms. Seaman discussed township websites she has created, yearly cost of \$1,200.00, grants, cemetery records on website, shared what she can offer to create a website for Perry Township.

Trustee Wynne questioned website cost, Instagram, Twitter, Facebook, domain registration and hosting, and a point contact person.

Ipanda provides fully covered insurance and is accountable for the site.

Trustee Hartshorn stated it integrates a social media with a filter in-between that is approved and posted.

Trustee Hartshorn questioned if ipanda provides email as well as the domain? Ms. Seaman stated it would cost an additional fee around \$15.00 per month. Contact managements is built in.

Fiscal Officer Reports

Resolution 20:31 Approve Minutes from the Board of Trustees Work Session February 11, 2020

MOTION was made by Trustee Hartshorn

Second: Trustee Wynne

Roll was called: Ayes- Mears, Wynne, Hartshorn

Nayes- None

Resolution 20:32 Approve Minutes from the Board of Trustees Meeting February 11, 2020

MOTION was made by Trustee Mears

Second: Trustee Wynne

Roll was called: Ayes- Mears, Wynne, Hartshorn

Nayes- None

Resolution 20:33 Approve Minutes from the Board of Trustees Work Session March 6, 2020

MOTION was made by Trustee Wynne

Second: Trustee Hartshorn

Roll was called: Ayes- Mears, Hartshorn Abstain: Mears

Nayes- None

Resolution 20:34 Approve Payment of Bills from Check #34990 to Check #35061

THE PERRY TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING
held on March 10, 2020

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Authorize entering into an agreement and purchase of Business Class Web Hosting Package and associated series from HostPapa (formerly Lunar Pages) for a two-year period at a cost of \$228.50

Price includes:

- 24 months of web site hosting for \$4.95 per month
- \$19.95 per year for data backups and restore capabilities
- \$19.95 per year for security series
- \$14.95 per year for certificate services

Service included in the price is:

- Free Domain Registration
- Unlimited email addresses for Perry Twp employees and officials
- Guaranteed up-time of web site at 99.99%
- 24/7 support
- Use of web site development tools
- Free Training

Trustee Hartshorn would like to schedule a work session to discuss the material presented and what Trustee Hartshorn has researched

Work Session Scheduled March 23 @ 4:00 pm

Accounting and Payroll Payment Listing, Cash Summary by Fund, Bank Statement

March 28, 2020 Speedway account due date will be adjusted from 25 days to 20 days after the billing date. FO pays bill on-line

Brookville and New Lebanon Fire/EMS Reports in trustee folder for review

MVRPC Annual Spring dinner Thursday, April 16, 2020 (RSVP March 27, 2020)

DP&L Rebate \$16.00 Administration Building (Received)

Road Department installed new door handle on meeting room entry door.

Horseman Association has a key to enter for meetings.

Cattleman will receive a key in April.

FO created a document to be signed by the president of the organization who will be responsible for the key

Wolf Creek Pike Bridge will be closed south of Heeter Road (Between Heeter and DM Road) April 1 till July 31. Weather permitted

MCTA Meeting March 18 at Montgomery County Business Service Center.
Time 3:30 – 5:00 pm

John Morris, President of MCTA stated at the Clay and German Township Trustees Meeting the change in MCTA Meeting dates and time and asked the FO's to send a list of vendors within the townships.

Mr. Morris intent is to reach out to those vendors that we do business with and ask if they would

THE PERRY TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING
held on March 10, 2020

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I emailed Mark Keener, German Twp FO on his thoughts regarding the vendor list.

Mark Keener reached out to Mark Heistand the incoming FO for German Twp and Mark stated:
...if John achieves his goal of getting township vendors to make donations so that MCTA members can attend events for a lower cost (or even free), I think that would potentially bump up against the prohibition of officials receiving gifts from vendors.

What would the Perry Township Trustees like to do? Trustees agreed no vendor list will be submitted.

FO Behnken stated this leads to an Ethics issue of accepting gifts from vendors.

Received 2 complaints on trash issues. Throwing trash cans (emailed Rumpke, addressed with drivers) and a resident near the Village of NL corporation limits regarding the quarterly price for trash removal.

Perry charges \$52.00 a quarter and NL charges \$38.10 per quarter. FO contacted Rumpke, records request to NL for trash rates and returned call to the resident with information received. Resident appreciated the return call with the information and understands the townships boundaries extend beyond her location that is close to the NL boundaries.

Fiscal Integrity Act for term 4/1/2016 – 3/31/2020.

Hours required 12

Hours Achieved 60.25

Sunshine and Public Records Training is completed.

Trustee review Appropriation Payment Register and Revenue Ledger for January 2020 compared to Clay Townships financial statement.

Perry Township Board of Trustees Policy Book
Medical Waiver Attachment

- You may choose not to be covered by a Perry Township health plan if you have other coverage
- You can still elect coverage for dental
- The waiver credit is only available if you are covered under a health care plan
- If you are covered on a Perry Township Medical plan as a dependent, or if you are covered under an individual-purchased plan or government plan such as Medicare, Medicaid, Tricare, Caresource, etc., you are not eligible for the waiver credit.
- The monthly Waiver Credit is basin on your enrollment level and is paid on the second check of each month:

\$57.50 Employee Only
\$90.00 Employee + Child(ren)
\$100.00 Employee + Spouse
\$120.00 Family

Resolution 20:36 Approve Perry Township Board of Trustees Policy Book Medical Waiver with changes to \$60.00 Employee Only and \$120.00 for Employee + Children, Employee + Spouse

THE PERRY TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING
held on March 10, 2020

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Public Record Request March 10, 2020 from Mr. Warvel

A copy of the grant to Perry Township regarding the \$60,000 grant obtained by Shelia Stanifer when she was a Trustee.

Records request not sent at this time due to preparing for trustee meeting. (FO had time before the trustees meeting to email the grant paperwork to Mr. Warvel)

Trustee Mears questioned Mr. Price if the grant was cancelled since voting does not take place at the administration office.

Mr. Price stated he did not get that far but cancelled the ramp on the south side of the building and place a ramp on east side of the building.

FO stated a trustee needs to reach out to Tawana at the county and update the handicap ramp.

Mr. Kraft stated it was too late in the season to start the project and a decision was made to wait till the spring to start working.

Discussion on new ramp and minor repair on existing ramp.

Trustee Hartshorn discussed reviewing the plans.

Trustee Mears stated to add the handicap ramp to the work session.

Mr. Seim stated there is already a contract ordered and far beyond plans.

Trustee Mears thought at a meeting the board decided to cancel the plans.

Mr. Price stated talks regarding taking the money and redistributing the money in another area.

FO stated the funds can only be used for handicap purposes.

Mr. Seim the contract was awarded to Double Jay Construction.

Trustee Hartshorn will contact Tawana to discuss the contract and direction regarding the handicap ramp.

FO attended Clay Township Trustee Meeting February 17 and March 2, German Township Trustee Meeting March 9, and Jefferson Township Trustee Meeting February 18

Not on agenda that needs to be discussed

Fire/EMS Contract

Zoning Administrator/Office Assistance Posting Ad

Bicentennial Event/Car Show

Trustee Wynne questioned the Fire/EMS Contract and if the board is ready.

Trustee Mears stated she needs to know from the trustees since the City of Brookville council meeting is March 17.

Trustee Mears will meet with Ms. Keaton and see if they will accept the language change.

Trustee Hartshorn stated the general fund will be tight and he is donating his salary to the Brookville School January – April. May – December Trustee Hartshorn will donate his salary to the township to offset the money required for 2020.

Trustee Hartshorn will discuss with the FO if the money can be pre-taxed or post taxed.

Trustee Hartshorn stated we are asking the residents to do a lot and Trustee Hartshorn has the ability to contribute.

Trustee Mears questioned if the board was fine with the language changes and amounts.

Trustee Hartshorn and Trustee Wynne both agreed with the language changes.

Trustee Mears discussed the Zoning Administrator ad changes for the Brookville Star and questioned the period to place in the Brookville Star.

THE PERRY TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING
held on March 10, 2020

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Trustee Mears stated she talked to Ms. Keaton and with the levy on the ballot in November, she thought the Town Hall Meeting should wait until September/October.

Trustee Wynne stated we could have a town hall meeting at the township without them being present.

Trustee Mears stated with having a meeting sooner the residents could forget what was stated.

Trustee Wynne would like to propose a resolution to name Kristen Spitznagel. FO questioned how to spell Kristen's last name.

Trustee Wynne stated the board meet with Kristen on different ideas for the car show for the Perry Township Bi-centennial 200 Anniversary celebration. Discussed publication, venue, funding and different methods to move forward. Kristen is experienced and people under her to help and a system that works and would like to put Kristen in charge of the event to operate as a separate entity and reporting to the trustees. The remaining funds would come into the township after the event is finished in a form as a donation. The township will not put any money out through our accounts or our FO.

Trustee Hartshorn stated this is to offset our General Fund deficiencies.

Trustee Mears questioned if this has been discussed with the prosecutor and the liability.

Trustee Wynne thought Trustee Mears was discussing this with legal counsel.

Trustee Wynne stated it would be under the contract with the organization Kristen creates.

Kristen stated the company would carry the liability and keep it separate from the township.

Trustee Mears questioned if Perry Township would be listed?

FO Behnken stated Trustee Wynne proposed a resolution is there a second?

Trustee Hartshorn questioned if the board should contact legal first?

Trustee Mears questioned having a bi-centennial for Perry Township but not listing Perry Township.

Trustee Wynne stated Perry Township could be listed as long as the township is not running the show.

Kristen stated she does not feel the board should be voting on it since it does not have anything to do with Perry Township. If the board votes on it and designate Kristen, then it becomes a township event. Kristen stated to contract legal for clarification.

Trustee Wynne will contact legal.

FO stated she was not sure if a resolution was needed to post the zoning administrator ad in the Brookville Star.

Mr. Ron Price stated wait you have a motion on the floor.

Trustee Wynne stated she withdraws the motion/resolution. Trustee Wynne stated it wasn't a motion it was a suggestion of a resolution.

Resolution 20:37 Approved an ad in the Brookville Star for the Zoning Administrator/office assistant position for 2 weeks.

MOTION was made by Trustee Mears

Roll was called: Ayes- Mears, Wynne, Hartshorn

Second: Trustee Hartshorn

Nayes- None

FO stated to recap I will give Trustee Hartshorne the handicap ramp information to contact Tawana at the county.

Trustee Wynne will reach out to legal regarding the car show. Trustee Wynne stated she will ask if a resolution or motion/resolution is needed to appoint Kristen or if Kristen can move forward on her own. FO also stated to question the liability.

THE PERRY TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING
held on March 10, 2020

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Meet with resident on Avden Drive to replace driveway culvert. Measurements by road department complete and payment by resident has been received. Materials will be ordered and installed when materials come in

Finished Mulching/trimming trees on Heckathorn, begin working on Providence Road.
Cleaned and checked ditch drains

Quote from Concord Equipment for a CRE 960 under tailgate cross convey machine. Using salt spreaders that are 25 years old and about wore out. Standard box for \$7,800.00 since only gravel will be distributed through the machine. 170-day build time

Resolution 20:38 Approve to purchase a CRE 960 under tailgate cross conveyor standard berm box for \$7,800.00.

MOTION was made by Trustee Wynne

Second: Trustee Mears

Roll was called: Ayes- Mears, Wynne, Hartshorn

Nayes- None

Road department will pick up to save on shipping cost of 1,900.00 to create.

Trustee Hartshorn questioned open/closing cost for cemetery.

Mr. Kraft stated time and day reflects cost for opening and closing

Trustee Hartshorn stated he has been looking at how money comes into the township and that is one of the very few that do not have a lot of money come into the township general fund to offset. Mr. Kraft stated he reviews prices from around the area. Trustee Hartshorn questioned if the fees are adjusted annually or quarterly. Mr. Kraft stated annually.

FO questioned if Trustee Hartshorn received his request for the cemetery price list.

Trustee Hartshorn replied yes it's in his emails.

Mr. Kraft stated in April, May June, July and August will be taking time off

Trustee Wynne questioned the date when Heckathorn road will be closed again?

Mr. Kraft questioned for?

Trustee Wynne questioned is it not being repaved?

Mr. Kraft stated its Keener and Sheep Road this year.

Heckathorn Road will not be closed for road repairs.

Trustee Wynne questioned when Keener Road project would start.

Mr. Kraft stated when the weather breaks. Sheep Road project will start in the fall.

1. **Zoning Department**
(See Attached Report)

2. **Police Department**
(See Attached Report)

Resolution 20:39 Approve Brian Douglas pay raise from \$15.50 to \$16.00 per hours effective date of 3/9/2020

MOTION was made by Trustee Hartshorn

Second: Trustee Wynne

Roll was called: Ayes- Mears, Wynne, and Hartshorn

Nayes- None

Discussed Evidence Van and Trailer to purchase at a cost of around \$30,000.00.

At this time. Chief will contact Rav for more information

THE PERRY TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING
held on March 10, 2020

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Trustees Reports:

Trustee Mears:

Attended several township meetings.

In contact with Brookville Fire Chief and City Manager Sonja Keaton regarding the Fire Contract

Trustee Wynne:

Completed Sunshine Law Training

Trustee Hartshorn:

Attended four area township meetings, Clay Township, Harrison Township, German Township and Butler Township.

Newsletter and a possibly committee for a quarterly newsletter. Mr. Seim stated it cost around \$1,500.00 each quarter.

What does the township do for Memorial Day Events? Trustee Mears stated the VFW has an event at Pymont Cemetery and Arlington Cemetery. Mr. Kraft stated the VFW has an event held at Eversole Cemetery as well.

Discussed Clean-up day for the township.

Trustee Wynne stated this has been suggested for Pymont.

With the Covid-19 check on your neighbors and children to make sure everything is ok and be a good neighbor.

Completing the Census has an impact on our township with the money generated and grants.

New Business:

None

Old Business:

None

Visitors:

Kristen stated a date of August 1 for the car show. Discussed locations, nonprofit wording and flyers. Discussed the difference between a car show and car events with a burn out contest or drag race.

Any volunteers wish to be on the committee contact the FO for Kristen's number

Angela Adams questioned a number to call for police on the weekends. Chief stated for a police report call the office or 225-help. If an emergency to contact 911.

With the Covid virus, does the trustees have an action plan? Trustee Hartshorn stated he questioned last month what the township has in place for an emergency.

Trustee Wynne discussed an emergency operation countywide and the township can subscribe to their plan until the township can implement a plan. Trustee Hartshorn stated to add this to the working session.

Chief stated he receives updates from hospitals

Can donations to the township help offset the general fund? FO will contact legal.

Mr. Lungsford thanked Trustee Hartshorn for donating his paycheck to Perry Township.

Mr. Price questioned Trustee Wynne's 13 week Sunshine Law Training. Trustee Wynne discussed the training with several power points and worked with an instructor from Miami University that is a student instructor for the leadership academy



PERRY TOWNSHIP POLICE DEPARTMENT

3025 Johnsville-Brookville Road

Brookville, Ohio 45309

Administration (937) 833-5487 Dispatch (937) 225-4169 Fax (937) 833-5219



Chief's Report to Trustees March 10, 2020

- Calls for service
 - Citations issued 11
 - 1 DWOC
 - 1 Homicide
 - 2 Identity Theft
 - 3 Animal at large
 - 1 Found property
 - 2 Theft
 - 3 Misc call
 - 4 Traffic crash
 - 6 disabled vehicle
 - 3 Suicide attempt
 - 1 Menacing
 - 1 Arrested on warrant
 - 1 Domestic violence
 - 1 Welfare check
 - 3 Suspicious circumstance
 - 6 Medic assist
 - 7 Assisted other agencies
 - 7 residential alarm
 - 2 peace officer
 - 1 hit skip crash
 - 8 request for use of K9
- Pay raise for Brian Douglas from 15.50 to 16.00 per hour with effective date of 3/9/2020
- Easter Egg Hunt Saturday, April 11, 2020 starting at 1 pm
- Saturday, March 21, 2020 from 10:00 am to 3:00 pm the doors will be open to the community to come and assist with stuffing Easter eggs.
- Saturday, April 4, 2020 from 10:00 am to 3:00 pm the doors will be open to the community to come and assist with stuffing Easter eggs.



PERRY TOWNSHIP POLICE DEPARTMENT

3025 Johnsville-Brookville Road
Brookville, Ohio 45309

Administration (937) 833-5487 Dispatch (937) 225-4169 Fax (937) 833-5219



Chief's Report to Trustees March 10, 2020

- Department trainings have been scheduled throughout the year
- Officers have signed up and are approved for additional individual advance training

DATE: 3-10-2020

Office Assistant/Trash/Zoning Administrator report

Office Assistant:

Trash:

2nd qtr 2020 trash bills will be mailed the end of March

Zoning:

Permits issued since last month's meeting

Pole Barn

Accessory Building

BZA meeting held on 3-5-2020 regarding a lot split

Chuck Sweet resigned from the BZA on 3-4-2020

BZA 2nd Alternate additional names: Ron Price, David Steck, Mike Ramsey

Zoning Commission meeting scheduled for 3-19-2020

2-25-2020: Met with Prosecuting Attorney Greg Spears at the New Lebanon courts to begin court action for a zoning violation at 13282 Little Richmond Rd

New Business:

Reminder:

Respectfully submitted

Kate Christian