THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES ESTABLISHES A RENTAL PROPERTY REGISTRATION PROGRAM FOR JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO.

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on April 1, 2025, at 7:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

|                        | Oscar Young ( $\checkmark$ ) |          | Sheila Back ( )                  | M. Michael McLaughlin( |  |
|------------------------|------------------------------|----------|----------------------------------|------------------------|--|
| Moved by:<br>Second by | Young ( ) Young ( )          | Back ( ) | McLaughlin ( )<br>McLaughlin ( ) |                        |  |

### WITNESSETH

**WHEREAS**, the Jefferson Township Board of Trustees recognizes the importance of maintaining safe, healthy, and well-managed rental housing; and

WHEREAS, a rental property registration program will support compliance with Township zoning, property maintenance, and safety codes while enhancing neighborhood quality and communication with landlords; and

WHEREAS, the Township seeks to streamline business licensing and rental property oversight by linking rental registration with the existing Business License Program;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Jefferson Township, Montgomery County, Ohio, that:

 The Jefferson Township Rental Property Registration Program is hereby established, effective April 1, 2025, requiring the registration of all residential rental properties as outlined in the Rental Property Registration Program policy.

• The registration requirement shall apply to all rental properties within the Township, as defined in the policy, and shall include compliance with applicable zoning, property maintenance, and safety regulations.

• The program shall be administered by the Economic Development Department, in coordination with Code Enforcement, Zoning, and the Township Administrator.

• The fee for rental property registration is hereby set at \$100.00 per parcel annually. This fee is equal to the Jefferson Township Business License fee. Rental property owners are required to obtain a Business License, which covers the registration fee for one (1) rental property. Each additional rental property or parcel owned by the same license holder shall require a separate \$50.00 registration fee.

Registration is due annually, and changes in ownership or contact information must be reported within 30 days.

Resolution 25-043

- Enforcement actions, including fines and revocation of license or registration, may be pursued in accordance with Township policies. Appeals may be made to the Business Compliance & Appeals Board within 30 days of notice.
- Fines for failure to register rental property shall be assessed as follows:
  - o First Notice: \$100 fine per property
  - Second Notice: \$250 fine per property
  - o Third Notice: \$500 fine per property
  - Fourth Notice and beyond: \$1,000 fine per property, assessed every 30 days of continued noncompliance
  - o Maximum cumulative penalty: \$1,000 per property per 30-day period
  - o Unpaid fines may be assessed to the property tax bill or other avenues available to the Township.

|      |      |     |    |     | _        |
|------|------|-----|----|-----|----------|
| Tha  | vote | MAC | 20 | fal | OWE.     |
| 1110 | VIII | Was | 42 | 101 | ILIVV.S. |

Oscar Young

No

Abstain

Sheila Back

Yes)

No Abstain

M. Michael McLaughlin

es / No Abstain

Adopted: 1st day of April 2025

Oscar Young, President

Sheila Back, Vice President

M. Michael McLaughlin, Trustee

**Attest to Trustees Signatures:** 

Charlene Chattams, Fiscal Officer

## Jefferson Township Rental Property Registration Program

### **Mission Statement**

The Jefferson Township Rental Property Registration Program ensures that all rental properties are safe, legally operated, and compliant with the Township's standards. The program promotes accountability, preserves neighborhood integrity, and supports effective communication between property owners and Township departments.

### **Program Goals**

- Ensure compliance with property maintenance, zoning, health, and safety codes.
- Create a comprehensive registry of all rental properties in Jefferson Township.
- Improve communication between landlords and township officials.
- Support proactive code enforcement and neighborhood quality of life.

### **Section 1: Applicability**

This program applies to all residential rental properties in Jefferson Township, including:

- Single-family homes
- Duplexes and triplexes
- Multi-unit apartment buildings
- Townhomes and condominiums
- Short-term rentals operating more than 14 days per year

### **Exemptions:**

- Owner-occupied homes without rental activity
- Properties occupied by immediate family members rent-free
- Licensed hotels, motels, or state-regulated care facilities

### **Section 2: Registration Requirements**

Property owners must register each rental parcel with Jefferson Township.

### **Required Information:**

- Property address and parcel number
- Number and type of rental units
- Owner's full name, mailing address, email, and phone

- Property manager contact (if applicable)
- Local emergency contact within 50 miles (if applicable)
- · Current occupancy status
- Confirmation of compliance with Jefferson Township Zoning Code

**Note:** Rental use must be permitted in the property's zoning district. Operating a rental in violation of zoning classifications (e.g., renting single-family units in a district that prohibits multifamily) may result in denial of registration or enforcement action.

### **Registration Timeline:**

- Initial registration deadline: Within 90 days of program launch
- Annual renewal deadline: Annually
- Changes in ownership or contact information must be updated within 30 days

### Section 3: Fee Structure & Business License Integration

Rental registration is linked to the Township's Business License Program.

Business License Integration: Rental properties are recognized as business operations under Township policy. All rental property owners are required to obtain a Jefferson Township Business License.

- The Business License fee covers registration for the first rental property.
- Each additional rental property or parcel owned by the same license holder shall require a separate \$50 registration fee annually.

### Section 4: Compliance & Inspection

### Standards for Compliance:

Rental properties must comply with:

- Jefferson Township Zoning Code
- Jefferson Township Property Maintenance Code
- State and local health and safety codes
- Occupancy and use regulations applicable to the zoning district

### **Inspections:**

- Exterior inspections may be performed routinely.
- Interior inspections may be conducted in response to:
  - o Tenant complaints
  - o Fire safety or public health concerns
  - o Noticeable code violations

 Owners must permit access within a reasonable timeframe or may be cited for obstruction.

### **Section 5: Violations & Enforcement**

### **Examples of Violations:**

- Failure to register a rental property
- Operating a rental in a zoning district where not permitted
- Unresolved code violations or unsafe conditions
- False information submitted in registration
- Refusal to cooperate with inspections

### **Enforcement Actions:**

- Written notice of violation with 14-day correction window
- Fines of up to \$1000.00 per 30 days for unregistered property
- Revocation of business license or registration
- Referral to the Property Maintenance Board or Board of Zoning Appeals, if applicable
- Assessment of unpaid fines to property taxes

### **Section 6: Appeals**

Owners may appeal denial of registration, enforcement actions, or zoning-related determinations to the Jefferson Township Business Compliance & Appeals Board (BCAB) within 30 days of the notice.

### **Section 7: Administration**

The Jefferson Township Economic Development Department will administer the program in coordination with:

**Program Oversight:** The Economic Development Department shall administer the program in collaboration with Code Enforcement, the Fiscal Office, and other Township departments as necessary.

The Township Administrator is authorized to make administrative updates to this policy as needed to ensure effective implementation and alignment with Township goals.

### Responsibilities:

- Maintain up-to-date registration database
- Issue certificates of registration
- Coordinate inspection and enforcement activity

• Provide quarterly reports to the Township Trustees

### **Section 8: Public Outreach and Education**

### Upon adoption:

- The Township will notify all known rental property owners by mail
- Publish program details on the township website and social media
- Host public info sessions
- Provide a downloadable Landlord Guidebook with FAQs and compliance checklists

### THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES DO HEREBY ADOPTS THE DISASTER RECOVERY PLAN

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on April 1, 2025, at 7:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

|                        | Oscar <sub>/</sub> Y   | oung (🗸)          | Sheila Back (V)               | M. Michael McLaughlin(V) |
|------------------------|------------------------|-------------------|-------------------------------|--------------------------|
| Moved by:<br>Second by | Young (√)<br>Young ( ) | Back ( ) Back ( ) | McLaughlin ( ) McLaughlin ( ) |                          |

### WITNESSETH

WHEREAS, Jefferson Township recognizes the importance of maintaining continuity of operations and services in the event of a disaster affecting computer services, infrastructure, or other critical township systems; and

WHEREAS, the Township Administrator and staff have developed a comprehensive Disaster Recovery Plan to identify essential procedures for data protection, service restoration, communication protocols, and post-disaster evaluation; and

WHEREAS, the Disaster Recovery Plan ensures that Township leadership, IT personnel, and department coordinators are prepared to respond efficiently and effectively during an emergency to minimize disruption to Township services; and

WHEREAS, it is in the best interest of Jefferson Township to adopt and implement the Disaster Recovery Plan as an official guide for recovery and continuity in the event of a system disruption or natural disaster;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Jefferson Township, Montgomery County, State of Ohio, that:

- 1. The Jefferson Township Montgomery County Disaster Recovery Plan, as presented by the Township Administrator, is hereby adopted and approved.
- 2. The Township Administrator is authorized and directed to ensure that all departments and key personnel receive and implement the Plan.
- 3. The Plan shall be reviewed annually and updated as necessary to reflect changes in infrastructure, technology, and Township operations.
- 4. Copies of the approved Plan shall be stored in secure off-site and digital locations, and made available to all necessary staff and officials.

Charlene Chattams, Fiscal Officer

The vote was as follows: **Oscar Young** Sheila Back M. Michael McLaughlin Yes No Abstain No **Abstain** Abstain No Yes Adopted: 1st day of April 2025 Signed by: Michael McLaughlin, Trustee Oscar Young, President Sheila Back, Vice President

## Jefferson Township Montgomery County Disaster Recovery Plan

### **Purpose**

This Disaster Recovery Plan (DRP) ensures minimal disruption to Jefferson Township Montgomery County services by identifying procedures to continue operations in the event of a disaster affecting computer services or facilities. The plan ensures efficient recovery and continuity of operations.

### **Key Elements of the Plan**

### 1. Contingency Data Processing Arrangements

- Identify compatible hardware and software systems available for contingency processing.
- Maintain agreements with third-party vendors or neighboring organizations for access to compatible systems during emergencies.
- Test compatibility and data transfer between systems regularly.
- Ensure IT personnel are trained on switching to backup systems effectively.

### 2. Key Contacts

- Maintain a list of key personnel responsible for disaster recovery, including their roles and responsibilities.
- Ensure the contact list includes phone numbers, emails, and alternative communication methods
- Designate primary and secondary contacts for each role to ensure coverage.

### **Key Personnel Contact List:**

| Name                 | Role                       | Email Address              |
|----------------------|----------------------------|----------------------------|
| Chrisondra Goodwine  | Township Administrator     | cgoodwine@jeffersontwp.net |
| Doug Ruedisueli      | IT Manager                 | doug@elite-computers.net   |
| Kenneth Smith        | Road Buildings Coordinator | ksmith@jeffersontwp.net    |
| Chief Gregory Wilcox | Fire Buildings Coordinator | gwilcox@jeffersontwp.net   |

### 3. Location of Backup Data and Source Documents

- Store backup data in at least two secure off-site locations.
- Document the physical and digital locations of:
  - Backup servers or cloud storage.
  - Source documents and critical records.
- Ensure physical backup locations meet security and environmental safety standards.
- Implement a data encryption strategy for stored backups.

### 4. Procedures for Restoring Data

- Detail step-by-step processes for restoring data from backups:
  - 1. Verify the integrity of backup files.
  - 2. Identify the most recent viable backup.
  - 3. Restore critical systems and data first, followed by non-critical systems.
  - 4. Test restored systems for functionality.
- Train IT staff on these procedures and document recovery timelines.
- Maintain a log of all recovery activities for review.

### Steps to Follow in Case of a Disaster

#### 1. Assess the Situation:

- o Identify the nature and extent of the disaster.
- o Determine the affected systems and services.
- o Notify key personnel immediately.

### 2. Activate the Disaster Recovery Plan:

- o Convene a response team led by the Township Administrator.
- o Implement contingency processing arrangements.
- IT Manager coordinates data restoration efforts.

### 3. Recover and Restore Services:

- o Retrieve backup data from the designated off-site storage.
- o Begin system restoration following the documented procedures.
- o Test all restored systems for full functionality before resuming operations.

### 4. Communication and Reporting:

- o Provide regular updates to Township leadership and staff.
- o Maintain communication with the public if service interruptions affect residents.
- o Prepare a post-incident report detailing the recovery process and improvements needed.

### 5. Review and Improve the Plan:

- o Conduct a debriefing session to identify strengths and weaknesses in the response.
- o Update the DRP based on lessons learned from the incident.
- o Schedule training sessions to reinforce knowledge and readiness.

## **Task Completion Form**

| Task Informati   | OH         |          |             |  |
|------------------|------------|----------|-------------|--|
| Task Name:       |            |          | <del></del> |  |
| Date of Task:    |            |          |             |  |
| Fask Description |            |          |             |  |
| Responsible Pers | onnel:     |          |             |  |
| Start Time:      | E          | nd Time: |             |  |
| Location:        |            |          |             |  |
| Task Priority:   | □ High     | □ Medium | □ Low       |  |
| Resources Requi  | red:       |          |             |  |
| Completion Ve    | rification |          |             |  |
| Task Completed   | Ву:        |          |             |  |
| Reviewed By:     |            |          |             |  |
| Date of Review:  |            |          |             |  |
| Additional Com   | nents:     |          |             |  |

### Plan Distribution and Maintenance

### 1. Documentation and Distribution

- Maintain several copies of the DRP:
  - Physical copies stored at off-site locations.
  - o Digital copies secured in cloud storage with restricted access.

### 2. Regular Updates

- Review and update the DRP annually or after significant changes in technology or infrastructure.
- Ensure the contact list, backup locations, and procedures reflect current information.

### 3. Testing the Plan

- Conduct periodic testing, including:
  - o Simulation exercises for restoring data and operations.
  - o Communication drills with key personnel.
- Document results and identify areas for improvement.

### **Consequences of Non-Compliance**

Failure to maintain and implement an effective Disaster Recovery Plan could lead to prolonged service interruptions, loss of critical data, and financial or reputational damage to Jefferson Township Montgomery County. This plan is essential for ensuring resilience and operational continuity in the face of unforeseen disasters.

### **Approval and Implementation**

This plan is approved by Jefferson Township leadership and will be distributed to all relevant stakeholders. The Township Administrator is responsible for ensuring compliance with and execution of the DRP.

## THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES APPROVES PARTICIPATING IN THE MONTGOMERY COUNTY YOUTH WORKS PROGRAM

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on April 1, 2025, at 7:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

|                        | Oscar Y | oung ( $$ ) | Sheila Back ( V)              | M. Michael McLaughlin( ) |  |
|------------------------|---------|-------------|-------------------------------|--------------------------|--|
| Moved by:<br>Second by | 0 \ /   | Back (V)    | McLaughlin ( ) McLaughlin ( ) |                          |  |

### WITNESSETH

**WHEREAS**, the Jefferson Township Board of Trustees supports the development of youth in the workforce;

**WHEREAS,** the Jefferson Township Board of Trustees participated in the Montgomery County Youth Works program;

**NOW, THEREFORE, BE IT RESOLVED,** the Jefferson Township Trustees approve the Youth Works Employer agreements and authorize the Township Administrator to complete/sign the program agreement.

The vote was as follows:

Oscar Young

Sheila Back

Yes

No Abstain

Adopted: 1st day of April 2025

Signed by:

Oscar Young, President

M. Michael McLaughlin

Yes

No Abstain

M. Michael McLaughlin

Yes

No Abstain

M. Michael McLaughlin

Trustee

Sheila Back, Vice President

Attest to Trustees' Signatures:
Charlene Chattams, Fiscal Officer







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| Employer Information   |        |  |
|--|--------|--|
| Organization Name:   |        |  |
| Address:   |        |  |
| Contact Person:  | Phone: |  |
| The same state of the same sta |        | SELECTION OF THE PROPERTY OF T |

This Non-Financial Agreement is made between <u>Montgomery County Youth Career Services</u>, hereinafter referred to as **MCYCS**, and the <u>Work Experience Organization/Provider</u>, hereinafter referred to as the **TRAINER**, to provide a work site location and training services to Trainees participating in the work experience and guidance program authorized by Montgomery County Business Services.

### PURPOSE:

The purpose of MCYCS Work Experience and Guidance Program, hereinafter referred to as "Youth Career Services," is to provide workforce development activities that provide employment, training services and supportive services to program participants based on comprehensive assessment of the participants employment and training goals. Work experience positions are part-time and/or full time, subsidized positions located at public, private or non-profit organizations. These positions are to provide meaningful work with quality supervision and guidance from the TRAINER. To the extent possible, the work should also be related to the Trainees career objective.

### 2. PERIOD OF AGREEMENT:

This agreement shall be in effect for five years from the date signed and authorized by the Board of County Commissioners of Montgomery County, Ohio or until terminated under the provisions defined below.

#### CONDITIONS:

It is understood that the following conditions apply to this agreement:

- A. Trainees referred will reflect significant segments of the population needing employment and training services. No portion of the Youth Career Services program will, in any way, discriminate against, deny services to, or exclude from participation, any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; and will target employment and training services to those most in need.
- B. Trainee work assignments will be made with those work experience organizations where a family connection, through blood relation or marriage, does not exist. Under no circumstance will a trainee work directly or indirectly for a relative. For the purpose of this agreement, "relative" is defined as a parent, step-parent, domestic partner, sibling, grandparent, aunt/uncle, cousin, niece/nephew, in-law and/or anyone considered immediate family. This includes a relative who is in a position of management or can make employment related decisions.







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- C. Conditions of work experience and training shall be appropriate and reasonable considering such factors as the type of work, when Trainee is needed and available to work, geographical region, and proficiency of the trainee.
- D. Health and Safety standards established under the state and federal laws, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of the trainee, including but not limited to USDOL Child Labor Regulations 29 CFR Part 570 & 579. (Reference Full text in attachment A & B)
- **E.** Trainees cannot handle any alcoholic beverage at any establishment where/when alcohol is being served.
- F. Trainees cannot be required to run worksite errands.
- G. Trainees pay for time worked, pay preparation, and workers compensation insurance, will all be processed and provided by and through the MCYCS. Trainees will be compensated only for approved hours worked up to the maximum number of hours per week and per pay period specified on each timesheet. Only work hours provided on the Weekly Work Schedule and approved on the timesheet are eligible for compensation by MCYCS. Trainees will be paid at least the state's minimum wage. Both parties will ensure the Fair Labor Standards Act requirements are met.
- H. Assigned trainees will provide services to the TRAINER on a temporary basis for a defined timeframe. This training experience should be designed to benefit the participants. This agreement is not intended, in any way, to create an employer-employee relationship between the TRAINER and the Youth Career Services Trainees.
- Youth Career Services Trainees must be assigned to the same BWC Manual Classification used for the Trainer's workers who perform similar task. In other words, Trainees must be classified the same as if they were direct employees of the Trainer's business.
- J. MCYCS will oversee all job readiness training as well as the Trainee's progress.
- K. Under this agreement, MCYCS (or its authorized representative), the Secretary of Labor (or his authorized representative), and the Governor of the State of Ohio (or his authorized representative) has the right to access and inspect, without prior notice, the Trainer's work site location, assure the progress and quality of training, determine adherence/compliance with the terms of the agreement, and/or the maintenance of accurate records.
- L. This agreement may be modified, in writing, by either MCYCS or TRAINER with a five-calendar day written notice to the other party. After the five days, the receiving party will be required to adhere to the modified portions of the agreement or may choose to terminate the agreement under provisions set forth within paragraph 5 of this agreement.
- M. This agreement may be terminated, if the TRAINER does not comply with using the ADP Payroll Services System outlined in paragraph 4(B6).







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For purposes of this agreement and in consideration of the mutual promises and benefits set forth, both parties agree to the following duties and responsibilities during the training period:

### 4. DUTIES/RESPONSIBILITIES:

### A. MCYCS AGREES:

- To provide assessment, intake, eligibility determination, referral, counseling, guidance and career information, job readiness training, payroll source preparation and distribution, worksite visits/evaluation, workers' compensation insurance, technical assistance to the TRAINER and Trainee, and other services for Trainees as deemed appropriate.
- 2. To ensure discretion in filling or refilling requests for Trainees.
- 3. To provide orientation to all TRAINER employees and managers working directly with and providing guidance to the Trainees. Said orientation will focus on Youth Career Services program and guidelines for coordinating with the program representative responsible for providing oversight and guidance to the Trainees.
- 4. To engage each trainee using evidence-based practices, at least once a week. Consult with the TRAINER, at least once a week and on any issues that arise about a trainee's work while providing services to the TRAINER.
- 5. To provide technical assistance to the TRAINER concerning the completion and submission of required paperwork (i.e. timesheets and attendance records, worksite evaluation reports) and guidelines for addressing issues concerning a Trainee.
- **6.** To provide overall coordination and oversight of the work experience and guidance program.

#### B. TRAINER AGREES:

- To provide the worksite location for the referred Youth Career Services Trainees.
   Designate a worksite supervisor as well as a secondary supervisor authorized to serve as the primary supervisor when needed.
- 2. To conscientiously supervise and guide all assigned Trainees acknowledging that this is a program designed to prepare Trainees for future employment.
- To counsel and encourage all Trainees to develop vocational skills and positive work habits (including dependability in performing duties and enjoyment in accomplishments).







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- To consult with the designated representative of Youth Career Services on issues concerning a trainee at least once every 20 calendar days.
- To excuse Trainees to attend program related activities sponsored by Youth Career Services or its authorized representative during the Trainees normal work hours, if necessary.
- 6. To maintain all Trainee time and attendance records (Timecards) Employers must utilize the ADP Payroll Services System via landline as outlined in the Clock In/Clock Out procedures during the agreed upon training period for submission to Youth Career Services. Employers are to review, and sign printed ADP timecards. The timesheets, signed by both the Trainee and the designated Site supervisor, are to be submitted to Youth Career Services through its authorized representative according to an established Pay Schedule.
- 7. To pay wages for any Trainees that start work prior to MCYCS approval and/or pay wages for any Trainees that work over their allowable hours.
- 8. To provide a copy of this agreement to all employees and managers working directly with and providing guidance to the Trainees. The TRAINER must provide MCYCS with written notice of any modifications sought, as provided in paragraph 3(L), above.
- To develop and provide each Trainee and Youth Career Services with a Training Plan, a Weekly Work Schedule, and an Orientation Plan.
- 10. To provide Trainee evaluations in a format and frequency determined by the MCYCS or its authorized representative.
- 11. To use the services provided by the Youth Career Services Trainees only to augment, not to replace or displace, the work performed by TRAINER employees. Obtain prior approval from MCYCS for Trainee to participate in special programs offered by TRAINER.
- 12. To allow Trainees to only be involved in activities which do not violate Federal, State, or local laws or regulations, as amended, governing work, religion/sectarian, or political activities, including but not limited to USDOL Child Labor Regulations 29 CFR Part 570 & 579. (Reference full text in attachment A & B)
- 13. Its participation in the Youth Career Services work experience and guidance program requires no compensation, by the TRAINER, unless TRAINER authorizes and approves work hours beyond those eligible for compensation by MCYCS (ref. paragraph 3-G of this agreement) in which case, the Trainer is accountable for those additional hours worked by the Trainee.







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- 14. It will provide alternate work experience in the event of inclement weather. If alternate work or job shadowing experience is not available, Youth Career Services trainees will be excused from work experience to attend additional classroom training with Youth Career Services.
- 15. To ensure that no trainee will participate in work experience more than the maximum number of 20 and/or 40 hours per week and/or 40 and/or 80 hours per pay period specified on each timesheet. The TRAINER has flexibility concerning the development of the Trainees Weekly Work Schedule.
- 16. Its officers, agents, employees shall hold and save MCYCS, its officers, agents and employees harmless from liability of any nature or kind arising from participation in any or all of these programs, resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of TRAINER.
- C. <u>REDUCTION IN FUNDING:</u> Either party may terminate the agreement due to a reduction in funding which might interfere, in any way, with its fulfillment of the agreement. At least 10 calendar days' notice will be provided unless shorter notice is unavoidable due to special circumstances.
- D. <u>NON-ACCEPTED MODIFICATION BY THE OTHER PARTY:</u> As set forth above, in paragraph 3(L), either party may choose to terminate this agreement due to a noticed modification which the receiving party deems unacceptable.

### INSURANCE

The TRAINER shall maintain insurance coverage and provide a copy of declaration page of policy annually with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, and contractual liability coverage, as defined by the insured contract section of the policy.

| • | General Aggregate                         | \$2,000,000 |
|---|---|-------------|
| • | Products - Completed Operations Aggregate | \$2,000,000 |
| • | Personal and Advertising Injury           | \$1,000,000 |
| • | Each Occurrence                           | \$1,000,000 |







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- a. Coverage shall be primary and non-contributory.
- b. Policy shall be endorsed with a notice of occurrence endorsement.
- c. The policy should include a notice of occurrence endorsement CEO, President, CFO, Risk Manager, or General Counsel.
- d. General liability should have aggregate per location.

### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. Coverage shall be primary and non-contributory.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.
- c. The policy should include a notice of occurrence endorsement CEO, President, CFO, Risk Manager, or General Counsel.

#### 3. Indemnification Clause

The Trainer agrees to indemnify, hold harmless and, not excluding the County's right to participate, defend the County, its officers, agents, and employees, (herein referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitations reasonable attorney's fees and cost, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligence of willful acts or omissions of site employer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or the failure of such Trainer to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Trainer from and against any and all claims. It is agreed that the Trainer will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. The Trainer agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees.

### 6. CERTIFICATION

The undersigned individuals have read and fully understand all statements in the agreement and signify by their signature a voluntary intent to be bound by the provisions of this agreement, as well as any and all addenda approved by all parties that result from the referral of Trainees to the TRAINER for work experience. In addition, the organized labor representative reviewing this agreement expressly stipulates by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the agreement. A copy of the completed agreement will be returned to the TRAINER after being reviewed and signed by the MCYCS representative. The TRAINER is to post its copy of this agreement in a visible location for the duration of the training period.







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| rganization Name:                    |      |
|--------------------------------------|------|
|                                      |      |
| PRINT NAME of TRAINER Representative | Date |
| Title                                |      |
| Authorized Signature                 |      |
|                                      |      |
| PRINT NAME of Labor Representative   | Date |
| Title                                |      |
| Authorized Signature                 |      |
|                                      |      |
| MCYCS Representative                 | Date |
| Title                                |      |
| Authorized Signature                 |      |

| Organization:   |  |
|---|--|
| IN WITNESS WHEREOF, the parties he day of, 20                         | nave hereunto set their hands this                               |
| Signed and acknowledged in the presence of:                           | BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO (Board) |
| Witness   | By:  |
| Witness   | By: Mary A. McDonald, Commissioner                               |
| Witness   | By:Carolyn Rice , Commissioner                                   |
|   | OR   |
| Witness   | By:  Michael B. Colbert, County Administrator                    |
|   | Vendor Name:   |
| Witness   | By: (Sign)(Print)  |
|   | TITLE:   |
| APPROVED AS TO FORM;<br>MATHIAS H. HECK, JR.,<br>PROSECUTING ATTORNEY | •  |
| BY: Assistant Prosecuting Attorney                                    |  |
| DATE:   | •  |

## THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES APPROVES THE SOLID WASTE MANAGEMENT PLAN OF THE MONTGOMERY COUNTY SOLID WASTE MANAGEMENT DISTRICT

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on April 1, 2025, at 7:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

|                        | Osca | ar You | ıng (√)  | Sheila Back (V)             | M. Michael McLaughlin ( |
|------------------------|------|--------|----------|-----------------------------|-------------------------|
| Moved by:<br>Second by | 0 \  | )      | Back ( ) | McLaughlin () McLaughlin () |                         |

#### WITNESSETH

WHEREAS, Jefferson Township is a member of the Montgomery County Solid Waste Management District ("District"); and

WHEREAS, the District completed the draft amended Solid Waste Management Plan ("Plan") and submitted it to the Ohio Environmental Protection Agency ("OEPA") for review and comment on February 19, 2024, and the OEPA provided comments in a non-binding advisory opinion on June 3, 2024;

WHEREAS, this Solid Waste Management District Policy Committee ("SWMDPC") has reviewed the non-binding advisory opinion received from the Ohio Environmental Protection Agency and taken into consideration these comments, incorporating some changes into the amended Plan where necessary.

WHEREAS, the Solid Waste Management District ("District") conducted a 30-day public comment period from December 9 – January 9, 2025, and held a public hearing January 21, 2025, to provide the public an opportunity to have input in this Plan, and;

WHEREAS, the District staff made recommendations to the SWMDPC to incorporate changes from the OEPA and changes read into the record at the Public Hearing and read into the record at the SWMDPC meeting held on February 5, 2025; and

WHEREAS, the Montgomery County Solid Waste Management District, by its Solid Waste Management Policy Committee, has adopted a Solid Waste Management Plan for the District incorporating the staff changes and the new sold waste management generation fee increases from \$3.00 per ton to \$3.65 beginning in January 1, 2026 and increasing 6% each year thereafter or until the next Plan Update in five (5) years; and

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

WHEREAS, Jefferson Township, Montgomery County, Ohio have reviewed the Plan and considered it at a duly called meeting; and

Resolution 25-046

WHEREAS, the Plan furthers the public interest; and

NOW THEREFORE BE IT ORDAINED, that the Solid Waste Management Plan of the Montgomery County Solid Management District, adopted by the Solid Waste Management Policy Committee on February 5, 2025, is hereby approved;

AND BE IT FURTHER RESOLUTION, that a copy of this Ordinance of Approval shall promptly be delivered, or caused to be delivered, to the Solid Waste Management Policy Committee of the Montgomery County Solid Waste Management District.

THIS RESOLUTION IS HEREBY DECLARED TO BE AN EMERGENCY, necessary for the immediate preservation of the public health, safety, and welfare for the reason that solid waste management is a primary concern, and the activities of the Montgomery County Solid Waste Management District need to proceed without delay.

Charlene Chattams, Fiscal Officer

| The vote was as follows:      |             |         |                           |
|-------------------------------|-------------|---------|---------------------------|
| Oscar Young                   | Sheila Back |         | M. Michael McLaughlin     |
| Yes No Abstain                | Yes No      | Abstain | Yes No Abstain            |
| Adopted: 1st day of April 202 | 25          |         |                           |
| Signed by:                    | auna        | gran-   | OM. Land D.               |
| Oscar Young, President        |             | M. Mi   | chael McLaughlin, Trustee |
| Ment Deel                     |             | Cha     | Ilene E Challens          |
| Sheila Back, Vice President   |             | Attest  | to Trustees' Signatures:  |



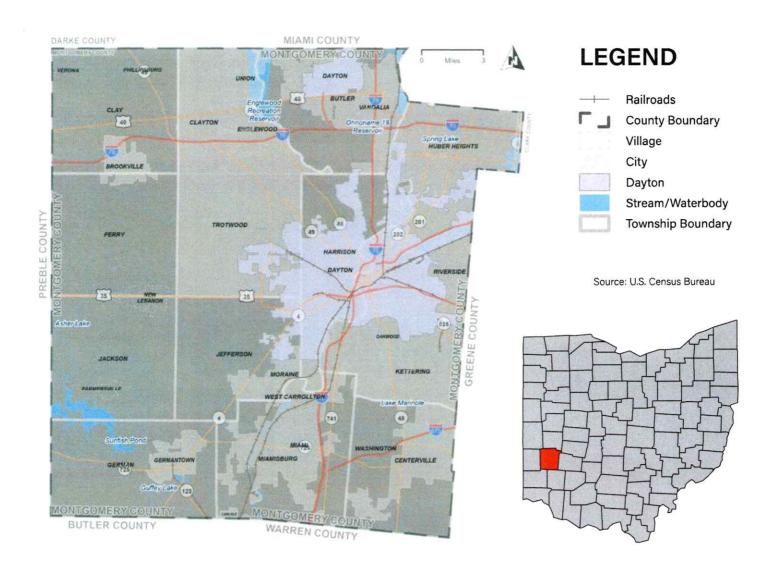
2024

Solid Waste Management Plan Update

**Executive Summary** 

### Introduction

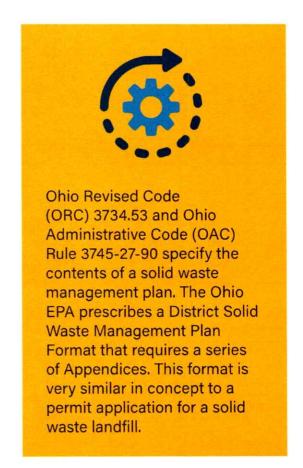
The Montgomery County Solid Waste Management District (SWMD) is charged with responsibly handling all solid waste disposal within Montgomery County. The SWMD is governed by two bodies: a board of directors and a policy committee and was formed as a single-county district in 1988. The SWMD is dedicated to promoting recycling, waste reduction, and responsible disposal of all waste from households, retail establishments, industry, and schools. Promoting the diversion of solid waste from landfills is a major emphasis of the SWMD, and the District offers numerous recycling programs to assist this effort.

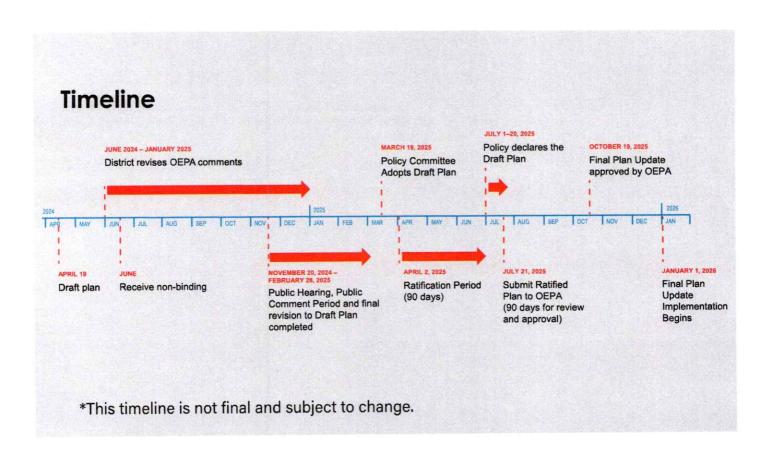


### The Solid Waste Management Plan

This Solid Waste Management Plan Update ("Plan") is a regulatory document overseen by the Ohio Environmental Protection Agency ("Ohio EPA") and serves as a roadmap for Montgomery County to reduce its reliance on landfills and to manage the solid waste generated in the County. The Plan is updated every five years, describes the waste reduction and diversion programming that will be undertaken during the planning period, and demonstrates that these programs are adequate to achieve the Plan's goals. To update the prior plan ratified in 2019, the SWMD performed a strategic, in-depth review of existing programs and services, recycling infrastructure, recovery efforts, and finances – as per Ohio EPA requirements

To advance the Plan document to ratification, the SWMD developed conclusions about the strengths and weaknesses of the SWMD's Plan and worked with the policy committee to demonstrate that Plan programs and services will meet the needs of the SWMD.





## **Meeting State Goals**

The State of Ohio's Solid Waste Plan has 10 goals. The District meets or exceed all 10 of these goals. Two of the primary goals for the SWMD are:



The SWMD shall ensure that there is adequate infrastructure to give residents and commercial businesses opportunities to recycle solid waste.

Analysis shows there is 25 years of capacity at appliable landfills and sufficient disposal and processing infrastructure, more than enough to serve the SWMD's needs over the plan timeline (2026-2040).



The SWMD shall reduce and recycle at least 25 percent of the solid waste generated by the residential/commercial sector.

▶ Based on the analysis, the SWMD's recycling rate will exceed the 25 percent goal over the planning period (2026-2040).

### Key Fact

### Between 2017 and 2021:

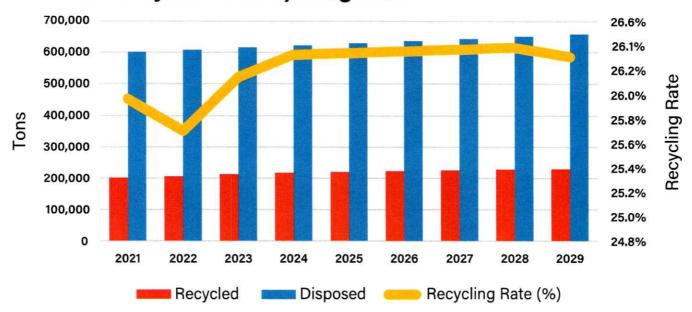
- Disposal has increased by about 55,000 tons
- Recycling has increased by about 50,000 tons

These trends are consistent with those of other urban SWMDs in Ohio.

## SWMD Provides Access to Sufficient Collection, Recycling, Composting, and Disposal Capacity



### 2021-2029 Projected Recycling Rate



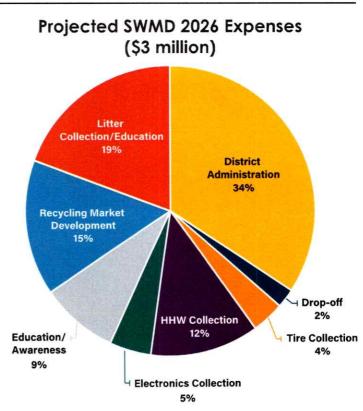
## **Sufficient Disposal Capacity**

Stony Hollow Landfill (in Montgomery County) and Rumpke Sanitary Landfills (in Hamilton and Brown Counties) account for 96 percent of the waste disposed by the District. Each facility has over 25 years of useful life, providing more than enough capacity to serve the SWMD's needs over the planning period (2026-2040).

## **Budget**

The SWMD funds programs that are consistent with the 10 allowable uses, as determined by the Ohio EPA. These programs include education, specialty waste management, administration, and and others as shown in the Projected 2026 SWMD Expenses chart.

District is increasing generation fee from \$3.00/ton to \$3.65/ton in 2026 and 6% increases each year thereafter to support future programming



## **Key Findings and Next Steps**

The SWMD is presently complying with the regulations and requirements set forth by the Ohio EPA. Additionally, the District is committed to remaining in compliance with the Ohio EPA guidelines over the planning horizon. Landfills serving the SWMD have disposal capacity to serve the County's needs through 2040 and there is a robust set of infrastructure to meet SWMD's recycling needs.

To support programming that assists in the responsible management of solid waste within Montgomery County, the SWMD is planning to increase generation fees by 22 percent in 2026.

The below next steps are selected actions generated by SWMD that will be pursued during the upcoming planning period:



### **Curbside Collection**

- Expand Recycle Right program for municipalities
- Conduct analysis to improve recycling participation and decrease contamination



### **Commercial Sector**

- Expand business community relationships
- Use data from RFP to create school education campaign



### **Industrial Sector**

Develop strategy to promote Ohio EPA Material Marketplace



### Residential/Commercial Waste Composition

Explore food waste collection and processing



### Grants

- Promote food waste reduction eligible for the Community Recycling Incentive Grant
- Amend required 30 percent community match
- Grant through Ohio EPA E3 Program



### **Financial Analysis**

Increase generation fee in 2026 to support proposed expanded programming



### **Education and Outreach**

Continue updates, enhancements, and expansions to current programming

### **Additional Information**

A full version of the Montgomery County SWMD's Plan can be found at mcohio.org/214/Environmental-Services.

For more information, please visit mcohio.org/401/Solid-Waste

THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES ESTABLISHES THE BUSINESS COMPLIANCE & APPEALS BOARD (BCAB) FOR JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on April 1, 2025, at 7:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

Oscar Young ( ) Sheila Back ( ) M. Michael McLaughlin ( )

Moved by: Young ( ) Back ( ) McLaughlin ( )

Second by Young ( ) Back ( ) McLaughlin ( )

### WITNESSETH

WHEREAS, the Jefferson Township Board of Trustees recognizes the need for a clear and consistent process for reviewing business-related appeals and compliance matters; and

**WHEREAS**, the Township is committed to ensuring fairness and accountability in the regulation of business activities;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Jefferson Township, Montgomery County, Ohio, that:

**Section 1. Establishment of the Board** The Jefferson Township Business Compliance & Appeals Board (BCAB) is hereby established to review and consider matters related to business operations, including appeals and other concerns that may arise from the administration or enforcement of township business-related policies.

**Section 2. Board Composition** The Board shall consist of five (5) members appointed by the Jefferson Township Board of Trustees. The Economic Development Coordinator shall serve as staff advisor.

**Section 3. Governance** The Board shall adopt its own rules of procedure and shall operate in accordance with applicable laws and regulations, including the Ohio Open Meetings Act.

**Section 4. Purpose and Functions** The Board's responsibilities, functions, and processes shall be outlined in a separate attachment to this resolution and may be updated administratively as necessary to support efficient operations.

The vote was as follows:
Oscar Young
Sheila Back
Yes
No Abstain
Yes
No Abstain
Yes
No Abstain

Resolution 25-047

Adopted: 1st day of April 2025

Signed by:

Oscar Young, President

Sheila Back, Vice President

M. Michael McLaughlin, Trustee

Attest to Trustees Signatures: Charlene Chattams, Fiscal Officer

# Jefferson Township Business Compliance & Appeals Board (BCAB) Charter

### **Section 1: Establishment**

Pursuant to the authority granted under Ohio Revised Code Chapter 504 and Jefferson Township's limited home rule powers, the **Business Compliance & Appeals Board (BCAB)** is hereby established by the Jefferson Township Board of Trustees to serve as both a quasi-judicial appeals board and an economic development advisory body for business-related matters in the Township.

### **Section 2: Purpose and Mission**

The purpose of the BCAB is twofold:

### A. Appeals & Compliance

To provide business owners operating within Jefferson Township with a fair and transparent process to:

- Appeal business-related enforcement actions
- Seek waivers or modifications to business regulations
- Respond to and resolve complaints or violations involving business conduct

### B. Advisory & Development

To advise the Township Trustees and Economic Development staff on:

- Business-related policy issues
- Local economic development opportunities
- Ways to enhance the local business environment and support entrepreneurship

### **Section 3: Jurisdiction**

The BCAB shall have the authority to hear and decide:

- 1. Appeals of business license denials, suspensions, or revocations
- 2. Appeals of enforcement actions or fines related to business operations
- 3. Requests for temporary waivers or exceptions to business-related policies
- 4. Complaints against business operations alleging violations of township regulations
- 5. Recommendations to the Trustees for actions related to unresolved or repeated violations

The BCAB shall not have jurisdiction over:

- Zoning variances or land use appeals (Board of Zoning Appeals)
- Property maintenance code violations (Property Maintenance Board)
- Employment, contractual, or criminal matters
- State or federal regulatory disputes

### **Section 4: Composition**

The BCAB shall consist of five (5) voting members, appointed by the Jefferson Township Board of Trustees:

- 1. Four members representing the Jefferson Township business community
- 2. One resident at-large

Suggested areas of background are experience in economic development, business finance, entrepreneurship, law, compliance, or public policy. Affiliated with a local chamber of commerce or business development agency.

The Economic Development Coordinator shall serve as staff advisor and secretary to the Board (non-voting).

### **Terms of Service:**

- Members serve three-year staggered terms
- No member may serve more than two consecutive terms
- Vacancies shall be filled by appointment from the Trustees for the remainder of the term
- A quorum shall consist of three (3) members

The Board shall elect a Chair and Vice Chair annually.

### Section 5: Board Responsibilities

### A. Appeals and Hearings

- Review formal appeals submitted by business owners or their representatives
- Conduct public hearings with due process, allowing evidence, testimony, and rebuttals
- Investigate complaints brought by residents, staff, or other businesses
- Issue decisions supported by findings of fact within 15 business days of a hearing
- Refer egregious or unresolved violations to the Township Trustees or legal counsel
- Maintain neutrality and ensure a fair process for all parties involved

### **B.** Advisory Role

- Serve as a liaison between the business community and township government
- Identify and communicate challenges facing local businesses
- Provide input on proposed ordinances, fees, or regulations affecting businesses
- Recommend programs, grants, or recognition efforts to promote economic growth

• Support outreach and education efforts for small businesses and startups

### **Section 6: Hearings and Procedures**

- The Board shall meet as needed for hearings, and quarterly in its advisory role
- All meetings shall comply with Ohio's Open Meetings Act
- Public notice shall be posted at least 7 days in advance of the hearing
- Hearings shall include:
  - o Swearing in of witnesses
  - o Presentation of evidence by appellant and township staff
  - o Public comment (at the Chair's discretion)
  - o Board deliberation and motion

Appeals of BCAB decisions may be submitted to the Jefferson Township Board of Trustees within 30 days of the decision date.

### **Section 7: Filing Process and Fees**

To initiate an appeal or request for review, the applicant must:

- Submit a written appeal or complaint to the Township Administration Office
- Include the nature of the dispute, supporting materials, and business contact information
- Pay a non-refundable fee as outlined below:

| Type of Filing  | Fee      |
|---|----------|
| Business Regulation Appeal                            | \$100.00 |
| License Denial/Suspension Appeal                      | \$150.00 |
| Waiver or Exception Request                           | \$75.00  |
| Complaint Investigation (resident or staff-initiated) | \$0.00   |

### Section 8: Recordkeeping and Reporting

The Economic Development Coordinator shall:

- Maintain minutes, records, decisions, and supporting documentation
- Track trends and recurring issues
- Prepare and submit an annual report to the Board of Trustees with:
  - o A summary of appeals and outcomes
  - o Policy recommendations
  - o Business community feedback
  - Suggested program improvements

### Section 9: Amendments and Review

The Board of Trustees may amend this Charter by resolution. The BCAB shall review its charter, rules of procedure, and outcomes every two years and may propose updates for efficiency, transparency, and fairness.

### **Types of Filings Before the BCAB**

The Jefferson Township Business Compliance & Appeals Board (BCAB) hears and reviews the following types of filings from business owners, residents, and township staff.

### 1. Business Regulation Appeal

### **Purpose:**

To challenge a township policy or decision directly affecting a business's ability to operate (e.g., restrictions, regulatory interpretation, non-zoning permit conditions).

### **Typical Issues Include:**

- Disputes over business license requirements or terms
- Application of specific operational restrictions (e.g., hours, signage, community complaints)
- Interpretation of township business-related regulations

### Filing Requirements:

- Completed BCAB Appeal Form
- Statement of the regulation being appealed and basis for objection
- Supporting documentation (business license, correspondence, notices, etc.)
- \$100.00 filing fee

#### **Review Standard:**

The Board will determine whether the regulation or decision was applied fairly, lawfully, and in accordance with township policy.

### 2. License Denial, Suspension, or Revocation Appeal

#### Purpose:

To appeal a denial, suspension, or revocation of a Jefferson Township-issued business license.

### **Typical Issues Include:**

- · New business license application denied
- License revoked due to non-compliance or violation of terms
- Suspension issued for conduct, fees, or violations

### Filing Requirements:

- Completed BCAB Appeal Form
- Copy of the denial/revocation letter or notice
- Description of events or conditions relevant to the appeal
- Corrective action taken, if applicable

• \$150.00 filing fee

#### **Review Standard:**

The Board will assess whether due process was followed, whether the violation occurred, and whether the penalty was appropriate based on the evidence.

### 3. Request for Waiver, Exception, or Temporary Modification

### Purpose:

To seek a one-time, time-limited, or narrowly tailored waiver from a business-related requirement that would otherwise cause undue hardship or operational conflict.

### Typical Requests Include:

- Request to extend operating hours for a special event
- Temporary waiver of a signage or event permit restriction
- Exception for seasonal operations (e.g., fireworks sales, holiday pop-ups)

### Filing Requirements:

- Waiver/Exception Request Form
- Business license and event/operation details
- · Reason for the request, including timeline
- \$75.00 filing fee

### Review Standard:

The Board considers the reasonableness of the request, impact on public interest, and whether granting it sets a negative precedent or undermines township code.

### 4. Complaint Against a Business

### Purpose:

To report and request investigation into a business's failure to comply with township business-related regulations or license conditions.

### **Typical Complaints Include:**

- · Operating without a valid business license
- Violations of township-imposed business restrictions
- Repeated nuisance complaints (noise, trash, safety) related to operations

### Who May File:

Residents, consumers, township staff, or other businesses

### Filing Requirements:

- Completed Complaint Form
- Specific allegations with dates, documentation, or witness information
- · Anonymous complaints may be accepted but must include sufficient detail
- No fee required for resident- or staff-initiated complaints

### **Review Process:**

The Economic Development Coordinator will:

- Acknowledge receipt
- Investigate or coordinate inspections if needed
- Present findings and recommendations to the BCAB
   The Board may recommend enforcement, refer to another authority, or dismiss the complaint.

### 5. Township-Initiated Business Review

### Purpose:

For the Township Administrator, Economic Development Coordinator, or Board of Trustees to initiate a review of a business's license or compliance for patterns of violations or unresolved issues.

### **Examples Include:**

- Businesses operating outside the scope of their license
- Multiple unresolved complaints
- Suspected misrepresentation on business filings

### Filing Requirements:

- Internal referral from township official or staff
- Documented concerns, warnings, and previous outreach efforts
- No fee applies

### **Review Process:**

Scheduled like any other hearing, with notice given to the business. The business is entitled to present a defense. The BCAB may recommend remedies, additional conditions, or further action to the Trustees.

### **Filing Notes:**

- All forms will be available online or at the Jefferson Township Administrative Office
- Filing must be submitted **no later than 30 days** after the relevant decision or event (excluding complaints)
- All parties involved will be notified of hearing dates at least 7 days in advance
- Failure to appear may result in dismissal or default judgment

## CORRECTING RESOLUTION NO. 16-28 AND AUTHORIZING THE EXECUTION OF A DEED FOR PARCEL G27 01702 0065 TO DAVID T. SLOAN

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on April 1, 2025, at 7:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

|                        | Oscar Young ( ) |          | Sheila Back ( V)                 | M. Michael McLaughlin() |
|------------------------|-----------------|----------|----------------------------------|-------------------------|
| Moved by:<br>Second by | 0 ( )           | Back (V) | McLaughlin (√)<br>McLaughlin ( ) |                         |

### WITNESSETH

WHEREAS, on April 5, 2016, the Jefferson Township Board of Trustees passed Resolution No. 16-28, which accepted and authorized the conveyance of property located at 2622 Soldiers Home West Carrollton Road, specifically Parcel ID# G27 01702 0065 and G27 01702 0067, to David T. Sloan through the Jefferson Township "Expand Your Lot Program"; and

WHEREAS, only Parcel G27 01702 0067 was included in the executed deed to Mr. Sloan, and Parcel G27 01702 0065 remains titled in the name of Jefferson Township due to an administrative error; and

**WHEREAS**, Mr. Sloan has worked in good faith with the Montgomery County Auditor's Office, Treasurer's Office, and Prosecutor's Office to resolve this issue and has prepared a corrective deed for Parcel G27 01702 0065; and

WHEREAS, the Board finds that it is appropriate and in the public interest to correct this administrative oversight by authorizing the execution of a deed conveying Parcel G27 01702 0065 to Mr. Sloan, as originally intended and authorized in Resolution No. 16-28.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO, THAT:

- 1. The Board hereby acknowledges and corrects the administrative error in the prior execution of the deed authorized by Resolution No. 16-28.
- 2. The Township Administrator is authorized and directed to execute and deliver a **Quit Claim Deed** or other necessary instrument to transfer **Parcel G27 01702 0065** to **David T. Sloan**, in furtherance of Resolution No. 16-28.
- 3. This Resolution shall take effect immediately upon its adoption.

Charlene Chattams, Fiscal Officer

The vote was as follows: M. Michael McLaughlin Oscar Young Sheila Back Yes No Abstain No Abstain No Abstain Adopted: 1st day of April 2025 Signed by: Oscar Young, President M. Michael McLaughlin, Trustee Sheila Back, Vice President Attest to Trustees Signatures:

### **Chrisondra Goodwine**

From:

Popp, Jeremy <PoppJ@mcohio.org>

Sent:

Tuesday, April 1, 2025 12:19 PM

To:

Chrisondra Goodwine

Subject:

G27 01702 0065 - 2622 Soldiers Home West Carrollton Rd.

Chrisondra,

I've been helping David Sloan with a title issue on two properties located at 2622 Soldiers Home West Carrollton Rd for several months now. Jefferson Township sold him two properties associated with that address back in 2016, however, one of the legal descriptions for the property was unintentionally left off the deed. This means parcel G27 01702 0065 is still in the name of Jefferson Township. He has been working with the Auditor's Office, Treasurer's Office and Prosecutors office in order to get this resolved. He now has a deed prepared, and it needs a signature from Jefferson Twp.

I just wanted to let you know that this issue has been thoroughly investigated, and by all accounts, appears to be correcting a mistake from 2016. He is hoping for your cooperation in this matter, and I just wanted to let you know that I am supporting his request. Please let me know if you have any questions

Jeremy Popp | GIS/Mapping Manager | GIS/Mapping Department
Montgomery County Auditor's Office | 451 West Third Street | Dayton, OH 45422
P: 937-496-3235 | https://www.mcohio.org/629/GIS | poppj@mcohio.org