

Minutes of the Board of Licking Township Trustees,
Organizational Meeting held at Licking Township Fire Station
#600, Jacksontown, OH at 6:30 p.m., on January 6, 2020.

Mrs. Lynch called the meeting to order with the following
members present: John Cormican, John Holman, and Andrea Lynch.

Others Present: Randy Smith; Mike Wilson; Ed Monroe; Doug
Howell (*); Steve Patterson (*). (*) present but did not sign in.

The Pledge of Allegiance was recited.

Mrs. Lynch opened nominations for President of the Board of
Trustees for the year 2020.

Mr. Miller nominated Mr. Holman

Mr. Cormican seconded the nomination.

There were no other nominations. Nominations were closed.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

Mrs. Lynch opened nominations for Vice President of the Board of
Trustees for the year 2020.

Mr. Holman nominated Mr. Miller

Mr. Cormican seconded the nomination.

There were no other nominations. Nominations were closed.

Roll Call: Cormican, yes; Miller, yes; Holman, yes.

*Mrs. Lynch asked the board if there were any changes or
corrections to the following motion. There were none.*

Mr. Miller made the following motion:

Be it resolved that the regular meetings of The Board of
Licking Township Trustees for the fiscal year 2020 be held
at Licking Township Fire Station #600 located at 9384
Jacksontown Road, Jacksontown, Ohio. Township meetings
will be held on the first and third Monday of each month,
except when this falls on a legal holiday then it shall be
held the following evening, unless otherwise published or
posted on the door of the Township Hall. Regular meetings
will be noted on the township website. Meeting times will
be at 7:30pm.

Mr. Holman seconded the motion.

Roll call: Holman, yes; Cormican, yes; Miller, yes.

*Mrs. Lynch asked the board if there were any changes or
corrections to the following motion. There were none.*

Mr. Holman moved the adoption of the following: To have
the above listed resolution published in The Advocate and

The Beacon.

Mr. Miller seconded the motion.

Roll call: Miller, yes; Cormican, yes; Holman, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion. There were none.

Mr. Holman moved the adoption of the following: To pay all expenses for the Trustees, Fiscal Officer, and Zoning Inspector to attend township conventions including mileage at the current IRS allowance, also, to pay membership dues for the county and state association to be paid for the Trustees, Fiscal Officer, and the associate membership for the Zoning Inspector.

Mr. Cormican seconded the motion.

Roll call: Cormican, yes; Miller, yes; Holman, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion. There were none.

Mr. Miller moved the adoption of the following: To reimburse the Zoning Inspector mileage at the current IRS allowance for zoning department related mileage.

Mr. Cormican seconded the motion.

Roll call: Cormican, yes; Holman, yes; Miller, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion. There were none.

Mr. Miller moved the adoption of the following: That the Licking Township road crew employees be caretakers of all Township property as directed by their supervisor.

Mr. Cormican seconded the motion.

Roll call: Holman, yes; Miller, yes; Cormican, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion. There were none.

Mr. Holman moved the adoption of the following: To pay all bills incurred by the Township on an estimated appropriation until the Amended Official Certificate is received and approved.

Mr. Miller seconded the motion.

Roll call: Miller, yes; Cormican, yes; Holman, yes.

Mrs. Lynch asked the board if there were any changes or

corrections to the following motion. There were none.

Mr. Holman moved the adoption of the following: To authorize the Fiscal Officer to request an advance, if needed, from the Licking County Auditor's Office.

Mr. Cormican seconded the motion.

Roll call: Miller, yes; Holman, yes; Cormican, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion. There were none.

Mr. Miller moved the adoption of the following: The Licking Township Trustees continue our current practice of offering health care insurance providing benefits for hospitalization, surgical care, medical care, and prescription drug coverage and pay a portion of the respective premiums for township officers and full-time township employees and their immediate dependents (unless waived by eligible employees/officers) as allowed by Section 505.60 of the Ohio Revised Code and as authorized in motions passed in 2019 as follows:

- Eligible Medicare qualified employees and their dependents will be responsible for paying their respective Medicare Part B premiums.
- Eligible non Medicare qualified employees will be subject to a 10% monthly premium cost share via payroll deduct.
- Eligible Medicare and Non-Medicare qualified employees may choose to submit for reimbursement of qualified medical out-of-pocket expenses, for up to one year from the date of medical service, through the HRA subject to a \$250 individual/\$500 aggregate township established deductible responsibility which must be met 1st prior to receiving HRA benefits.

Mr. Holman seconded the motion.

Roll call: Miller, yes; Holman, yes; Cormican, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion. There were none.

Mr. Miller moved the adoption of the following: That any department buying equipment or supplies over \$500 must have the approval of at least one Trustee; any Trustee may authorize expenditures up to \$2500. All expenditures over \$2500 must be approved at a regular or emergency meeting of The Board of Licking Township Trustees.

Mr. Cormican seconded the motion.

Roll call: Holman, yes; Miller, yes; Cormican, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion.

Mr. Holman moved the adoption of the following: That the Fire Chief in an emergency only, must have approval of two trustees for medical and emergency expenses over \$2500.00. Mr. Miller seconded.

Roll call: Miller, yes; Cormican, yes; Holman, yes.

Mrs. Lynch asked the board if there were any changes or corrections to the following motion. There were none.

Mr. Cormican moved the adoption of the following: That the Board of Trustees authorize the Fiscal Officer to make reasonable decisions to expend up to \$1000.00 if necessary with the understanding that the Fiscal Officer will report these expenditures at the following board meeting. Mr. Miller seconded the motion.

Roll call: Cormican, yes; Holman, yes; Miller yes.

Mr. Miller made a motion that the Licking Township Board of Trustees authorize the following employees/officials the use of township credit cards for township expenses as outlined in the Licking Township Credit Card Policy:

- Elected Officials - Trustees & Fiscal Officer
- Fire Chief & Assistant Fire Chief
- LTFC - Fuel credit card ONLY
- Road Dept
- Zoning Clerk & Zoning Inspector

Mr. Cormican seconded the motion.

Roll call: Cormican, yes; Miller, yes; Holman, yes.

Mr. Miller made a motion designating Mr. Miller to have charge of all maintenance and repair of the roads within the township and supervise all township road employees for 2020 with Mr. Cormican serving as the back-up.

Mr. Cormican seconded the motion.

Roll Call: Cormican, yes; Miller, yes; Holman, yes.

Mr. Miller made a motion designating Mr. Holman to serve as Fire Co. coordinator for 2020 with Mr. Cormican as backup. Mr. Miller seconded the motion.

Roll call: Holman, yes; Miller, yes; Cormican, yes.

Mrs. Lynch asked the board if there were any changes or

corrections to the following motion. Mr. Miller relayed his conversation with LCPO Carolyn Carnes concerning this matter. A brief discussion took place. There were no corrections nor changes to the following motion:

Mr. Miller moved that the Licking Township Trustees appoint Mr. Holman to be responsible for various administrative responsibilities including but not limited to long-range planning and development; short and long-term budget recommendations.

Mr. Cormican seconded the motion.

Roll Call: Holman, yes; Miller, yes; Cormican, yes.

The Fiscal Officer advised that the Annual Bridge and Culvert Inventory Report will be submitted by Trustee Miller prior to the January deadline.

**The Organizational portion of the meeting being completed
Mrs. Lynch turned the meeting over to Mr. Holman @ 6:56 p.m.**

The 2019 year-end financial reports will be completed after all bank statement filings are completed.

Mr. Holman:

- Thanked the Board and pledged to serve in this role as Board President with honesty, integrity, and fiscal responsibility.
- Officially welcomed Trustee John Cormican to the Board.
- Outlined his expectations for the Board including service to residents, communication, timeliness, managing township assets, professionalism, etc.
- Provided an overview of past 8-10 years and expectations looking toward a new decade.

Mr. Miller said that Mr. Holman summed everything up well and believes the Board will work well as a team.

Mr. Cormican stated that he has seen the professionalism & transparency of the Board grow through the years and wants that to continue.

Minutes of the previous meeting were read, 2 corrections noted, approved and signed by the Trustees.

Mr. Holman made a motion to approve the expenditures totaling \$61,521.46 for payroll/payroll expense

checks and year-end checks signed on 12/29/19 by previous Board.

Mr. Miller seconded the motion.

Roll Call: Holman, yes; Miller, yes.

There are funds on hand or in the process of collection to pay the attached listed bills. _____, Fiscal Officer.

Mrs. Lynch reported that on 12/30/19 she filed the Licking Township Zoning Resolution text amendments effective 12/26/19 with the Licking County Recorder's Office and noted that updated copies are available on the LC Recorder's website. Mrs. Lynch indicated that the update Zoning Resolution will be placed on the township website and copies will be distributed to the Zoning Board members.

Mrs. Lynch indicated that Fire Chief Wilson received a public records request on 12/30/19 via email from Licking County Government HR and the request was fulfilled 1/6/2020.

Mrs. Lynch notified the Board that a zoning variance hearing has been scheduled for 1/23/2020 for 203 Amherst Road Hebron, OH for a side-yard setback.

Mrs. Lynch distributed the 4th quarter 2019 Credit Card Report.

CORRESPONDENCE:

1. LCPC 2019 EOY reporter: Lot Split & Final Plat Summary

Mr. Cormican gave an update on Ridgely Tract property. A discussion took place regarding the Licking County Landbank and clean-up of the property.

Chief Mike Wilson gave the Fire Report. There were 102 runs for the month of December which consisted of 81 EMS and 21 Fire bringing the YTD total to 1166 runs which is 32 runs less than last year.

Chief Wilson presented the 2020 Bowling Green Township Fire & EMS Agreement. A discussion took place.

Mr. Miller made a motion that the LTWP Board of Trustees enter into the following:

Fire & EMS Agreement
The Board of Bowling Green Township Trustees
And
The Board of Licking Township Trustees

Whereas, the Board of Bowling Green Township Trustees, Licking County, Ohio (“Bowling Green Township”) wishes to provide fire protection services and emergency medical services for the residents of Bowling Green Township, Licking County, Ohio; and,

Whereas, Bowling Green Township does not operate township fire protection services or emergency medical services; and,

Whereas, Bowling Green Township is authorized, pursuant to R.C. 9.60 (C) and R.C. 505.44, to contract with another governmental entity to obtain fire protection services and emergency medical services as appropriate; and,

Whereas, the Board of Licking Township Trustees, Licking County, Ohio, by and through the Licking Township Fire Company (“Licking Township”) operates firefighting protection services and emergency medical services.

Now, therefore, in consideration of the mutual promises contained herein and in accordance with Bowling Green Township Resolution No. _____ and Licking Township Resolution No. 12-16-19B, Bowling Green Township and Licking Township agree as follows:

SERVICES

- A. Licking Township agrees to furnish, to Bowling Green Township, fire protection services and emergency medical services, equipment and apparatus with personnel sufficient to operate such equipment.
- B. Said services to be provided for the benefit of Bowling Green Township shall be provided to that portion of Bowling Green Township that is identified on Exhibit “A” attached hereto, except for mutual aid. The above described area to be serviced shall be the “primary service area”. The parties acknowledge that with the present 911 system, that the Licking Township Fire Company will be dispatched as the primary department in the primary service area, but may also be dispatched in other areas under mutual aid.
- C. Both parties mutually agree that preventing the loss of life shall take precedence over the prevention of the loss of property.

- D. Both parties agree that Licking Township shall have the sole authority to exercise its discretion within the guidelines set forth above.

TERM

This Agreement shall be effective as of the 1st day of January 2020, and shall expire on the 31st day of December 2020.

CONSIDERATION

Bowling Green Township agrees to pay Licking Township the sum of \$30,000 for the duration of the contract period, the same being payable in two (2) equal installments per contract year, which shall be due and payable to Licking Township within thirty (30) days of the semi-annual tax revenue disbursement from the Licking County Treasurer's Office to Bowling Green Township. Any additional tax revenue received by Bowling Green Township shall be paid by Bowling Green Township equally to Licking Township and the other participating departments.

MISCELLANEOUS

- A. Inspections: The Bowling Green Township Fire Prevention Officer shall be responsible for conducting all fire and safety inspections within Bowling Green Township. The Licking Township Fire Chief and/or his designees shall assist Bowling Green Township, as required, in conducting all fire and safety inspections.
- B. Reports: The Licking Township Fire Chief shall provide, if requested by Bowling Green Township, a quarterly activity report for Fire and EMS runs/calls within the primary service area. This report shall include a fire prevention report, including all fire and safety inspections and/or visits, pre-fire planning and fire prevention education, provided or given to the citizens and businesses of Bowling Green Township.
- C. Training: If requested by Bowling Green Township, the Licking Township Fire Chief shall provide Bowling Green Township with sufficient records documenting the annual training exercises completed by Licking Township Fire Company personnel by December 31st of each contract year.

INSURANCE

- A. It is further agreed that Licking Township shall be responsible for any and all liability, claims, losses or damages arising out of the performance of its duties under this Agreement.

- B. If requested by Bowling Green Township, Licking Township shall provide a copy of all insurance policies that it maintains on its fire equipment and facilities to Bowling Green Township by March 1st of each contract year.

TERMINATION

This Agreement may be terminated by either party upon 90 (ninety) days written notice by ordinary U.S. mail. Should this Agreement be terminated, then the payment for Fire and EMS services provided herein shall be prorated to the effective date of the termination on the basis of the number of days in the calendar year.

NOTICES

Any notice of or other communication required under this Agreement shall be deemed to have been given to each Party if sent via regular U.S. Mail to the following addresses:

As to Bowling Green Township: Bowling Green Township Fiscal Officer
15490 Main Street, SE
Brownsville, OH 43721

As to Licking Township: Licking Township Fiscal Officer
P.O. Box 222
Jacksontown, OH 43030

Either Party may, from time to time, change the address at which any notice or other communication is to be delivered or mailed, by giving the other Party written notice of such change.

LAW AND VENUE

All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Licking County Common Pleas Court, Licking County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

MODIFICATION

No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by each party.

Mr. Holman seconded the motion.

Roll Call: Holman, yes; Miller, yes; Cormican,

Zoning Inspector Doug Howell stated that he visited 607 Edgewater Beach Blvd regarding people living in campers on the property. Mr. Howell provided details regarding his investigation, recent inspections, and status of involvement with the LCSO, LC Health Department, and the property owner's daughter in resolving the matter.

Mr. Miller reported the following:

- 100 tons of salt has been delivered via American Salt
- 25 tons of berm material has been delivered via Redskin
- Provided status on OPW grants

Mr. Miller reported that the backhoe was delivered on 12/30/19. A discussion took place. Mr. Holman said that the purchase on 12/16/19 was for a 2019 b95C New Holland Backhoe in the amount of \$88,814.00 however when the Road Department called the dealer on 12/17/19, that unit had already been sold. Mr. Holman said that Advantage Ag & Equipment began searching for another 2019 New Holland backhoe but could not find one. Mr. Holman reported that Advantage Ag & Equipment offered instead a new (leftover inventory) 2018 b95C New Holland Backhoe for the reduced price of \$83,814.00.

Mr. Holman made a motion to amend the 12/16/19 motion to purchase the 2019 backhoe.

Mr. Miller seconded the motion.

Roll Call: Miller, yes; Cormican, yes; Holman, yes.

Mr. Miller made a motion that the Licking Township Board of Trustees approve the purchase of the 2018 b95C New Holland Backhoe from Advantage Ag & Equipment at the price of \$83,814.00 with a one-year warranty included.

Mr. Cormican seconded the motion.

Roll Call: Holman, yes; Miller, yes; Cormican, yes.

Mr. Miller authorized the Fiscal Officer to disburse a special check to Advantage Ag & Equipment for the 2018 New Holland Backhoe in the amount of \$83,814.00.

Mr. Cormican seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

Randy Smith addressed the Board. Mr. Smith said that he attended the meeting to stay involved with township matters.

Ed Monroe welcomed Trustee Cormican and wished him well in his 1st term.

Mr. Miller welcomed Trustee Cormican and said that he is confident he will follow in his father's footsteps and serve the community well.

Mr. Miller made a motion to adjourn the meeting @ 8:00 p.m.

Mr. Cormican seconded the motion.

Roll call: Cormican, aye; Holman, aye; Miller, aye.

Attest

January 6, 2020