

RECORD OF PROCEEDINGS

Minutes of Brown Township Trustees Meeting December 9, 2025

Brown Township 2026 Organizational Meeting

A. Began Discussion at __ 7:41 pm _____

B. 2025 Resolutions:

RESOLUTION 2025-12-09-01 – MOTION TO NAME CHAIRMAN, VICE CHAIRMAN, AND EXECUTIVE MEMBER

2026 Chairman Connie Skinner

2026 Vice Chairman Brad Ebersole

2026 Executive Member Mark Fleming

Motion – Trustee - Miley

Second – Trustee – Skinner

Vote- approved by all, motion passed

RESOLUTION 2025-12-09-02 - TO APPROVE THE 2026 PERMANENT APPROPRIATIONS

Fund Level Appropriations 2026

General Fund 1000	\$ 800,000.00
MVL Fund 2011	\$50,000.00
Gas Fund 2021	\$367,000.00
Road and Bridge Fund 2031	\$154,000.00
Cemetery Fund 2041	\$49,000.00
Permissive MVL Tax 2231	\$215,000.00
Coronavirus 2272	\$0.00
Debt Service 3101	\$0.00
Capital Outlay Fund 4301	\$0.00
Mis. Capital Projects 4901	\$0.00
Total Annual Appropriations - all funds	\$1,635,000.00

Motion-Trustee - Skinner

Second- Trustee - Miley

Vote- approved by all, motion passed

RESOLUTION 2025-12-09-03 – TO ESTABLISH THE 2026 MEETING SCHEDULE

All meetings are held at the Brown Township Hall, 5555 State Route 521

Regular Trustee Meetings- Second Tuesday of the month at 6:00 p.m.

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Meeting Changes-	All meeting date and time changes and/or cancellations will be advertised/posted on FaceBook, the bulletin board and front door of the township hall at 5555 State Route 521
Special Meetings-	Dates and times to be advertised/posted on FaceBook and The Delaware Gazette
	Cancellations will be posted 24 hours prior to the meeting on the township hall door.
Emergency Meetings-	Chairman calls meeting notifying trustees and fiscal officer and will be posted on the township hall door 24 hours prior to the meeting
Year End Meeting-	December 21, 2026 at 6:00 pm
2026 Organizational Meeting-	December 8, 2026 at the end of the regular meeting

All trustee meetings will be posted on exterior bulletin board at the township hall. The 2026 meeting schedule will be advertised in The Delaware Gazette by the fiscal officer.

All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 1212.22.

Motion-Trustee - Skinner
Second- Trustee – Miley
Vote- approved by all, Motion passed

RESOLUTION 2025-12-09-04 – MOVE TO APPOINT DEPARTMENT LIASONS AS FOLLOWS:

Cemetery- Connie Skinner
TIF's- Brad Ebersole
Fire Board- Brad Ebersole backup: Connie Skinner
Newsletter – Connie Skinner
Road Department- Mark Fleming
Health Department- Connie Skinner
Parks & Facilities- Mark Fleming

Motion-Trustee - Miley
Second- Trustee - Skinner
Vote- approved by all, motion passed

RESOLUTION 2025-12-09-05 – MOVE TO AUTHORIZE FISCAL OFFICER TO PERFORM THE FOLLOWING ACTS

- 1.) Apply for advance payment of tax settlements from county auditor
- 2.) Make intra fund transfers as necessary in order to maintain daily operations
- 3.) Invest township funds
- 4.) Prepare and submit amended certificates of estimated resources to county auditor
- 5.) Establish and approve forms for use in fiscal transactions of township, i.e. expense reports, inventory reports, timesheets, requisitions, road contracts and road funding etc.
- 6.) Receive all original employment applications, including but not limited to: physical exams, insurance applications, payroll withholding documents, background checks, MVR checks, and any other document relating to personal information covered by HIPAA.

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Second- Trustee - Miley
Vote- approved by all, motion passed

RESOLUTION 2025-12-09-06 – MOVE TO AUTHORIZE MISCELLANEOUS TOWNSHIP PAYMENT POLICIES

- 1.) 100% of necessary, reasonable and customary expenses for attendance at conventions, workshops and meetings.
- 2.) The rate for mileage reimbursement will be set by the IRS and approved at the first meeting of the fiscal year for township business outside the township limits. Mileage reimbursement requests are due monthly or quarterly by the set timesheet deadline.

Mileage must be approved by Board of Trustees.

- 3.) 100% of all purchases made for township by employee or official of the township **excluding** sales tax. Must be approved by trustees.
- 4.) All reimbursement requests must be processed in the month expense is incurred and submitted to the fiscal officer **NO LATER THAN THE 2nd day of the following month**. Any requests after the 2nd will be processed the following month.

Motion-Trustee - Skinner
Second- Trustee - Miley
Vote- approved by all, motion passed

RESOLUTION 2025-12-09-07- MONTHLY DEPARTMENT SPENDING AUTHORIZATION LIMITS WITHOUT PRIOR APPROVAL

Trustees/Fiscal Officer	\$1,500.00 per month
Road Superintendent	\$1,000.00 per month for road funds
	\$750.00 per month for cemetery funds
Zoning Secretary	\$200.00 per month for zoning funds
Housekeeping	\$200.00 per month for township hall upkeep

Exception: All expenditures after December 7, 2026 must have prior approval by the Fiscal Office due to end of the year processing.

Motion-Trustee - Skinner
Second- Trustee - Miley
Vote- approved by all, motion passed

RESOLUTION 2025-12-09-08- TO APPROVE AND ADOPT BROWN TOWNSHIP BUILDING RENTAL RULES & RENTAL RATES

Rental Agreement/Rules for Township Hall at 5555 State Route 521: BROWN TOWNSHIP Hall Rental Agreement

This Rental Agreement is entered into by and between the Board of Trustees of Brown Township, Delaware County, Ohio (“Board”) and the Renter as identified herein.

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PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which the Board agrees to rent the Brown Township Hall located at 5555 St. Rt. 521, Delaware, Ohio 43015 ("Hall") to the Renter. Such rental shall occur on the date(s) and for the times identified herein. The purpose of the rental shall be for the event(s) identified herein.

RENTER INFORMATION

Name of Renter: _____

Name of Person in Charge: _____

Street Address: _____ City: _____ State: _____

Zip Code: _____

Renter Telephone Contacts:

Home/Business: _____ Cell: _____ Work: _____

Person in Charge Telephone Contacts:

Home/Business: _____ Cell: _____ Work: _____

Email: _____

EVENT INFORMATION*

Date(s) of Use: _____

Times of Use:

Start: _____ AM/PM End: _____ AM/PM

Type/Description of Event:

*Collectively, event information hereinafter ("Event").

SECURITY DEPOSIT / RENT

Security Deposit / Rental Rates:

Rent	Security Deposit	Check One	Status of Renter
4 hour max. - \$175.00 All day - \$300.00	\$100.00		Resident of Brown Township, Delaware County, Ohio (proof required)
4 hour max. - \$250.00 All day - \$500.00	\$100.00		Organization headquartered in Brown Township, Delaware County, Ohio
\$150 cleaning fee	None		Organization that is governmental, charitable or fraternal in nature
4 hour max. - \$500.00 All day - \$1,000.00	\$200.00		Non-resident of Brown Township, Delaware County, Ohio and/or does not meet at least one of the above qualifications.

*All Day means use beginning at 6:00 AM and ending no later than 11:30 PM, including set-up and clean-up time.

Total Security Deposit/Rent:

In exchange for the use of the Hall for the Event, the Renter agrees to pay the TOTAL SECURITY DEPOSIT / RENT as indicated in the chart below. The TOTAL SECURITY DEPOSIT / RENT is due in full to the Board at least fourteen (14) business days in advance of the date of the Event. The Renter acknowledges that a failure to pay the TOTAL SECURITY DEPOSIT / RENT as required will result in termination of this Rental Agreement and an inability to use the Hall for the Event and/or on the date(s) and at the times specified herein. Rental of the hall also includes use of the gazebo.

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TOTAL SECURITY DEPOSIT	
TOTAL RENT	
TOTAL DUE	

Payment:

- Payment shall be made by personal check or money order.
- All checks or money orders shall be made payable to Brown Township, Delaware County, Ohio.

Return of Security Deposit:

The security deposit is refundable and shall be returned to the Renter following the Event assuming all of the following conditions are met:

- The Hall, the surrounding grounds, gazebo, all furnishings, all equipment, and any and all surrounding Brown Township property used in connection with the Event ("Grounds") are returned clean, undamaged, and in the same condition in which they were found.
- All furniture and equipment used in connection with the event is returned to the location where it was found and/or is returned to the person from which it was received.
- The Hall and Grounds are promptly vacated at the time stated herein at the end of the Event.
- Any and all keys to the Hall, building, or rooms therein are returned to the Board on the day of the Event.
- The Township does not incur any damages or expenses as a result of the Rental.
- In the event of a cancellation, Renter gives at least five (5) days' notice to Township.

If any of the above conditions are not met, the Board, within the Board's sole discretion, may retain any portion or all of the security deposit.

RULES GOVERNING THE USE OF THE TOWNSHIP HALL

In consideration of the use of the Hall, the Renter agrees to comply with the following rules governing the use of the Hall and Grounds:

1. No illegal activities are permitted in the Hall or on the Grounds.
2. No alcoholic beverages are permitted inside the Hall or on the Grounds.
3. No smoking is permitted inside the Hall or on the Grounds, including in the surrounding Park.
4. All deadly weapons and/or dangerous ordinance are prohibited.
5. Use of the Hall kitchen for cooking is prohibited.
6. Maximum capacity of the Hall is one hundred (100) persons for banquet-style use with tables and chairs, or one hundred and fifty (150) persons for meeting style use with chairs only.
7. Township will not hold dates. A completed contract, proof of residency (if applicable), and payment will secure the rental date.
8. The Renter shall clean the Hall and any used portions of the building or gazebo and remove all trash from the trash cans and replace can liners with new bags found at the bottom of the receptacle. Used trash bags shall be deposited in the dumpster located in the parking lot. The Renter agrees to move all chairs and tables a designated area as assigned by housekeeper during the walk through. If the Renter fails to follow these instructions, the Renter is subject to forfeiting the security deposit.
9. The Renter agrees to pick-up and return the building and/or Room key(s) at the place and time designated by the Board or its agent. If the key and/or keys to the building and/or Room is/are lost or not returned, the Renter agrees to forfeit the security deposit.
10. Building and grounds must be vacated by the scheduled end time of the Event.
11. All activities of the Event are to take place within the confines of the Hall and all doors and windows are to remain closed, except that door may be temporarily propped open during loading or unloading.
12. Children and youth groups shall have adult supervision at all times.
13. No tape, tacks, nails, screws, glue, or other adhesive agents shall be used on any walls, ceilings, or floors.

The Renter agrees to make all guests or persons attending the Event aware of the above rules and shall take responsibility for any guest or person attending the Event that fails to comply with the rules. A failure to comply with the rules is grounds for the Board to immediately evict and eject the Renter and retain the full security deposit. The Board reserves the right to exercise supervisory authority and to prevent unauthorized or illegal activities on Township property. The Board reserves the right to deny future use of the Hall, Building, or Grounds to any person/entity/organization that fails to comply with the above rules.

TERMS AND CONDITIONS

In consideration of the use of the Room, the Renter agrees to rent the Room from the Board subject to the following terms and conditions:

Indemnity:

To the fullest extent of the law and without limitation, the Renter agrees to indemnify and hold free and harmless the Board, Brown Township, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising

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out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Renter's or any guest of the Renter's use of the Room, Building, and/or Grounds and/or the actions or omissions of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in the Room, Building, and/or on the Grounds. The Renter agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Renter shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Renter further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Renter shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

Damage to Property:

The Renter shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in the Room, Building, and/or on the Grounds.

Termination:

The Renter may terminate this Agreement at any time at least five (5) days prior to the day of the Event and for any reason by providing written notice to the Board. Under such circumstances, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

The Renter may terminate the Agreement within four (4) or fewer days of the Event by providing written notice to the Board, however, under such circumstances, the Board shall be entitled to retain the entire security deposit.

The Board may terminate this Agreement at any time and for any reason by providing written notice to the Renter. If the Board terminates this Agreement, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

Notices:

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, and shall be effective on the date received. Notices to the Renter shall be delivered to the address for the Renter as indicated in the Renter Information section above. Notices to the Board shall be delivered to the following address:

Brown Township Board of Trustees
5555 St. Rt. 521
Delaware, Ohio 43015

Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

Entire Agreement:

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

Signatures:

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

RENTER

Signature of Renter

Date

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Printed Name of Renter

**BOARD OF TRUSTEES
BROWN TOWNSHIP
DELAWARE COUNTY, OHIO**

Trustee Connie Skinner

Date

**Motion-Trustee - Skinner
Second- Trustee Miley
Vote- approved by all, motion passed**

RESOLUTION 2025-12-09-09- TO APPROVE AND ADOPT GREENMOUND CEMETERY RATES

Cemetery Rates:

Fees for Cemetery Services to Funeral Homes & Monument Companies

Open/Close Adult Grave	Monday - Friday	\$600.00
Open/Close Adult Grave	Weekend/Holiday	\$1,000.00
Open/Close Infant Grave	Monday - Friday	\$200.00
Open/Close Infant Grave	Weekend/Holiday	\$250.00
Open/Close for Cremation	Monday - Friday	\$250.00
Open/Close for Cremation	Weekend/Holiday	\$400.00
Install Gov't Military Marker		\$60.00
Forming & Pouring		
Cemetery Foundation	\$29.25 Per Running Foot per Longstreth Contract (\$405 minimum)	
(Add 2" to width & length)		\$650.00
Disinterment fee for grave listed above		\$60.00

Fee for Cemetery Gravesite

Township Resident	\$200.00
Non-Resident	\$1,100.00
Deed Transfer	\$100.00

**Motion-Trustee - Skinner
Second- Trustee – Miley
Vote- approved by all, Motion passed**

RESOLUTION 2025-12-09-10- APROVE APPOINTED EMPLOYEES SALARIES AND WAGES

Salaries				Total for Year
	Zoning Inspector	Month	\$835.00	\$10,020.00
	Zoning Inspector	Regional Planning Meeting	\$40.00	480
	Cemetery Sexton	Month	\$575.00	\$6,900.00
Employee's Wage Rates				
	Part-time/Seasonal Weed eating		\$16.00 hourly	
	Township Hall Housekeeping		\$19.00	
	Township Hall Work		\$20.00 JF/23.50 DG	
	Township Hall Work	Holiday	\$21.50 JF/25.50 DG	
	Park Work		\$20.00 JF/23.50 DG	

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	Park Work	Holiday	\$21.50 JF/25.50 DG	
Road Work	Road Work		\$20.00 JF/23.50 DG	
		Holiday	\$21.50 JF/25.50 DG	
	Snow Plowing/Ice Control		\$24.70 JF/26.50 DG	
	Snow Plowing/Ice Control	Holiday	\$26.50 JF/29.50 DG	
	Cemetery Work		\$20.00 JF/23.50 DG	
	Cemetery Work	Holiday	\$21.50 JF/25.50 DG	
	Zoning Secretary	Paperwork	\$15.00 hourly	
		Per Meeting	\$60.00	
	Emergency Snow Plow/Ice Control		\$24.75 hourly	
	Emergency Snow Plow/Ice Control		\$27.50 hourly	
	Zoning Board Members	Meeting	\$45.00	
	Mileage Rate	Mile	To be set at first mtg in January	

Motion-Trustee - Skinner
Second- Trustee - Miley
Vote- approved by all, motion passed

RESOLUTION 2025-12-09-11-APPROVE 2026 ZONING FEES

Brown Township Zoning Fees

Effective January 1, 2026

Construction without permit= DOUBLE the Permit Fee

Single Family Residence with Attached Garage -----	\$525*
Twin Single -----	\$475*
Apartment Building Per Unit-----	\$250*
Multi Family and Townhouse Per Unit-----	\$250*
Garage 1 Car-----	\$150*
Garage 2 Car-----	\$125*
Garage 3+ Car-----	\$175*
Carport-----Under 200 sq. ft.-----	\$75*
Carport-----Over 200 sq. ft.-----	\$135*

Carport limited to one per property and fall under maximum lot coverage (See Footnote).

Accessory Structure under 100 sq. ft. (Shed, Small Building, Deck, Etc.)-----	\$50*
Accessory Structure under 1000 sq. ft. (Shed, Small Building, Deck, Etc.)-----	\$225*
Accessory Structure over 1000 sq. ft. (Shed, Small Building, Deck, Etc.)-----	\$325*
Relocation of Existing Structure -----	\$25*
Fence -----	\$100*
Permanent Swimming Pools -----	\$125*

Pools under 8 ft. diameter and less than 18 in deep do not need permit.

Solar Panels -----	\$225*
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On ground solar arrays fall under maximum lot coverage (See Footnote).

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Commercial or Industrial New Building-----	\$650*
Each additional 100 Sq. Ft.-----	\$5
Borrow Pit-----	\$10,000
Converting 1 Family Residence to 2 or more Family with Outside Structure Change-----	\$250*
Remodeling Dwelling, Garage or Accessory Structure with Outside Structure Change-----	\$125*
Temporary Tool and Supply Trailer or Structure 6 months-----	\$150
Renewal additional 6 months-----	\$150
Late application renewal -----	\$75
Temporary Mobile Home -----	\$175
Renewal additional 6 months-----	\$175
Late application renewal -----	\$100
Sign Permanent-----	\$275
Sign Temporary-----	\$125
Rezoning-----	\$800
Variance-----	\$800
Appeal-----	\$800
Conditional Use Hearing-----	\$800
Fee for Approval Plots and Subdivisions Referral to DCRPC-----	\$ N/C
Agricultural Exempt Permit (permit required)-----	\$ N/C
Zoning Resolution Book-----	\$50

* Includes Certificate of Compliance

Brown Township Zoning Resolution Section 7.05 H. Maximum Lot Coverage: On no lot or parcel in this zoning districts shall buildings be constructed which cover more than twenty-five (25) percent of the lot area.

Construction Without Obtaining Permit = DOUBLE The Permit Cost

Effective January 1, 2026

Brown Township Zoning Resolution Section 7.05 H. Maximum Lot Coverage: On no lot or parcel in this zoning districts shall buildings be constructed which cover more than twenty-five (25) percent of the lot area.

Construction Without Obtaining Permit = DOUBLE The Permit Cost

Motion-Trustee - Skinner

Second- Trustee - Miley

Vote- approved by all, motion passed

Move to Adjourn: Time 9:12 pm

Motion-Trustee

Second- Trustee

Vote- approved by all

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Heather Barrett

Heather Barrett, Fiscal Officer

Trustees Connie Skinner

Connie Skinner

Charles Miley

Charles Miley