

SHAWNEE TOWNSHIP BOARD OF TRUSTEES MEETING

September 28, 2009

A Regular Meeting of the Shawnee Township Board of Trustees was held in the Shawnee Township Administrative Building, 2530 Ft. Amanda Rd, Lima, Ohio.

Mr. Holly called the meeting to order at 7:30 P.M. A brief moment of silence was followed by the Pledge of Allegiance.

Roll call indicated the following were present: Chairperson Russell Holly, Trustee Christi Brown, Vice Chairperson Christie Seddelmeyer, Road Superintendent Howard Gray, Fire Chief Todd Truesdale, Chief of Police Mike Keith, Zoning Inspector John Gosnell and Attorney Clay Balyeat. Fiscal Officer Stephanie Hoffer was absent.

Approval of Minutes

Mrs. Brown motioned for approval of the Minutes of the Board of Trustees Regular Meeting held Sept. 14, 2009. Mr. Holly seconded, and the motion passed 2-0.

Report of Fiscal Officer

Mrs. Brown made a motion to table the financial reports for the month of August 2009, and Mrs. Seddelmeyer seconded the motion. The reports will be reviewed at the next meeting.

The Trustees discussed moving funds to a different local bank having better interest rates, and pledging securities in the name of Shawnee Township. Mr. Balyeat will review the bank depository agreement with Union Bank.

Attorney's Report

Mr. Balyeat will prepare a legal notice to be placed in the Lima News in regards to the demolition of the property at 1251 Forest Dr.

Trustees Business

RESOLUTION 173-09

ACCEPTANCE OF POLICE CHIEF WORK AGREEMENT

BE IT HEREBY RESOLVED that the Shawnee Township Board of Trustees accepts the Work Agreement of Police Chief Mike Keith as attached:

**NOTICE OF THE TERMS AND CONDITIONS
OF EMPLOYMENT FOR:
Mr. Michael Keith**

APPOINTMENT

1. Mr. Michael Keith was appointed as Chief of Police effective September 3, 2006.
2. Mr. Keith shall serve as Chief of Police at the pleasure of the Shawnee Township Board of Trustees, (hereinafter "Trustees") and shall be considered an at-will employee in said position.
3. Mr. Keith's appointment to the Chief of Police position shall be subject to renewal by the Trustees in September of each calendar year.

4. Nothing within this notice or the terms and conditions of employment outlined herein shall restrict the Trustees from removing Mr. Keith from employment with the Township at any time in accordance with Section 505.491 of the Ohio Revised Code.

DUTIES AND RESPONSIBILITIES

Mr. Keith shall be required to work all hours necessary to effectively fulfill the following duties and responsibilities required of the Chief of Police:

1. Direct and manage the police department operations; plan and coordinate department work activities and ensure work complies with departmental policy and procedure; supervise employees to obtain maximum job performance; make personnel assignments; spot check work performance; initiate changes in work methods; administer discipline; recommend new and revised departmental operations to the Township Trustees; plan and establish training programs for personnel; coordinate police activities with other police agencies.
2. Receive and dispose of complaints; investigate crimes and arrest offenders.
3. Represent the department at community functions; attend meetings and luncheons; speak before groups regarding police operations; visit schools and other places to promote public relations.
4. Patrol township and perform duties of patrol officer; spend part of each week as officer patrolling township roads and streets.
5. Prepare departmental budget for submittal to Trustees for approval; monitor departmental expenditures to ensure compliance with established budgetary guidelines; analyze and prepare specifications for purchase of equipment, materials, and other inventory.
6. Prepare records and reports; review reports submitted by Patrol Officers and Sergeants; prepare reports and ensure that reports are accurate for other police and regulatory agencies; prepare and sign correspondence.
7. Prepare grant applications.
8. Keep policy and procedure manuals updated.
9. Perform other related duties as assigned.

COMPENSATION

1. As compensation for services rendered as Chief of Police, Mr. Keith shall be paid a bi-weekly salary of \$2,250.00, Two Thousand, Two Hundred Fifty Dollars, to become effective August 30, 2009.
2. Mr. Keith agrees that the Chief of Police position is an executive salaried position and that he will be exempt from the Fair Labor Standards Act (FLSA) and any overtime payments.
3. Mr. Keith shall be paid on a salary basis which shall be considered as total compensation for all hours required to full-fill the duties and responsibilities of the Chief of Police position.
4. Mr. Keith shall normally work forty (40) hours per week and shall not be entitled to additional wages for hours worked in excess of this norm. Mr. Keith may flex his work schedule to accommodate for hours worked in excess of his normal work hours, provided such flexing does not interfere with his ability to efficiently and effectively perform the duties as Chief of Police. There shall be no accumulation or banking of flextime or extra hours worked.
5. Mr. Keith shall be given an annual performance review during the month of September each year. All future increases in Mr. Keith's salary shall be based on his performance in the

position of Chief of Police and the Township's ability to pay, as determined by the Board of Trustees.

- 6. Mr. Keith shall receive an annual uniform maintenance allowance of three hundred dollars (\$300.00) payable in February of each calendar year following his employment.

FRINGE BENEFITS

- 1. **Health Insurance-** Mr. Keith shall receive health insurance benefits in accordance with the applicable resolution adopted by the Trustees for the non-bargaining unit employees.
- 2. **Life Insurance-** Mr. Keith shall be provided fifteen thousand dollars (\$15,000.00) life insurance coverage under the Townships group term life insurance policy.
- 3. **Vacation-** Mr. Keith shall be entitled to three (3) weeks (i.e. 15 workdays) of vacation each year of employment. Additional vacation may be offered at the Trustees' discretion during Mr. Keith's annual performance review. Vacation time off shall be subject to the approval of the Trustees. Vacation may be carried over from one anniversary year to the next only upon advance approval of the Trustees due to special or meritorious circumstances. Upon separation from employment, Mr. Keith shall be entitled to payment for any unused vacation from his current anniversary year plus any unused vacation approved by the Trustees for carry-over.
- 4. **Holidays-** Mr. Keith shall receive the following paid holidays as they occur each calendar year:

- New Years Day.....January 1st
- Martin Luther King Day.....Third Monday in January
- Presidents Day.....Third Monday in February
- Memorial Day.....Last Monday in May
- Independence Day.....July 4th
- Labor Day.....First Monday in September
- Columbus Day.....Second Monday in October
- Veterans Day.....November 11th
- Thanksgiving Day.....Fourth Thursday in November
- Christmas Day.....December 25th

Mr. Keith shall normally receive the day off without any loss of pay for each of the recognized holidays listed above. If any of the recognized holidays listed above falls on a non-scheduled workday, Mr. Keith shall observe said holiday on the last scheduled workday immediately preceding the holiday or on the next scheduled workday immediately following the holiday, whichever is applicable. If due to an emergency Mr. Keith is required to work on any of the above holidays, he may, with the approval of the Trustees, schedule a different date to utilize the holiday or portion thereof he was required to work.

- 5. **Personal Leave Days-** Mr. Keith shall be entitled to three (3) days of paid personal leave each calendar year. Personal leave days shall not be accumulative from year to year and any personal leave time not utilized during the calendar year shall be forfeited.
- 6. **Sick Leave Credit-** Mr. Keith shall be credited with up to four hundred eighty (480) hours of sick leave earned during his employment with other political subdivisions, upon verification of such balance of hours by his previous employer(s). This previously accrued sick leave shall be maintained in a separate bank to be used only in the event of an illness or injury which exceeds five (5) work days or in the event Mr. Keith has no other sick leave available. This bank of previously accrued sick leave shall not be subject to conversion to cash upon retirement.

7. **Sick Leave Accrual and Cash-in-** Mr. Keith shall accrue 4.6 hours of sick leave each biweekly pay period he is in active pay status while working for Shawnee Township. Sick leave accrued while working for Shawnee Township may be utilized in accordance with the Township's Personnel Policy and Procedures Manual (PPM). A percentage of the sick leave accrued while working for Shawnee Township may be converted to a cash payment upon retirement as specified in the Township's PPM.

Approved this 28th day of September, 2009 by Resolution number 173-09:

Mrs. Brown motioned to adopt Resolution 173-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0.
Roll Call:

Mr. Russell Holly (yes)
Mrs. Christie Seddelmeyer (yes)
Mrs. Christi Brown (yes)

RESOLUTION 174-09 FF/PARAMEDIC BRADY SEDDLEMEYER TO TRAIN THE TRAINER EXTRICATION CLASS

BE IT HEREBY RESOLVED, that the Shawnee Township Board of Trustees authorizes Brady Seddelmeyer to attend Train the Trainer Extrication Class on November 23 - 24, in Columbus, Ohio, and;

FURTHER, the total cost of the training is \$250.00 shall be covered, along with \$49.00 per night for accommodations. Meals and mileage being paid as per the Shawnee Township Personnel Policy and Procedures Manual.

Mrs. Brown motioned to adopt Resolution 174-09, Mr. Holly seconded, and the motion passed 3-0. Roll Call:

Mr. Russell Holly (yes)
Mrs. Christie Seddelmeyer (abstain)
Mrs. Christi Brown (yes)

RESOLUTION 175-09 PURCHASE OF FIRST ALERT SMOKE DETECTORS

BE IT HEREBY RESOLVED, that the Shawnee Township Board of Trustees authorizes the purchase of 210 ten-year lithium battery smoke detectors from First Alert at a cost not to exceed \$2,600.00, and;

FURTHER BE IT RESOLVED that purchase of the detectors will be covered by a Grant awarded to Shawnee Township Fire Department from FM Global for Smoke Detector Program in the amount of \$2,600.00.

Mrs. Brown motioned to amend Resolution 175-09, to authorize the purchase of 210 ten-year lithium battery smoke detectors, Mrs. Seddelmeyer seconded, and the motion passed 3-0. Roll Call:

Mr. Russell Holly (yes)
Mrs. Christie Seddelmeyer (yes)
Mrs. Christi Brown (yes)

RESOLUTION 176-09 PURCHASE OF DAVID CLARK SERIES VEHICLE INTERCOM SYSTEMS

BE IT HEREBY RESOLVED, that the Shawnee Township Board of Trustees authorizes the purchase of 2 David Clark series 3800 vehicle intercom systems for use by the Shawnee Township Fire Department, and;

FURTHER, the cost of the intercoms is \$3,056.00 each for a total cost not to exceed \$6112.00 and to be purchased through Mercy Sales Inc., Saginaw, MI.

Mrs. Brown motioned to adopt Resolution 176-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0. Roll Call:

Mr. Russell Holly (yes)
Mrs. Christie Seddelmeyer (yes)
Mrs. Christi Brown (yes)

RESOLUTION 177-09 ACCEPTANCE OF CONTRACT FOR FRANK H. ARVAY AS SUB-CONTRACTOR

BE IT HEREBY RESOLVED, the Shawnee Township Board of Trustees accepts the Contract as presented for Sub-contractor Frank H. Arvay effective October 1, 2009 and continuing thereafter until September 30, 2010.

FURTHER, Mr. Arvay is a Sub-contractor in affiliation with the Governor's Highway Safety Office, Ohio Department of Public Safety.

Mrs. Brown motioned to adopt Resolution 177-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0.
Roll Call:

Mr. Russell Holly	(yes)
Mrs. Christie Seddelmeyer	(yes)
Mrs. Christi Brown	(yes)

RESOLUTION 178-09 EXTENSION OF LIGHT DUTY TO RELEASE DATE FOR CHRIS MIRACLE

WHEREAS, Officer Chris Miracle was injured in the line of duty on February 6, 2009, and;

WHEREAS, Officer Miracle has been off work since the time of the injury, and;

WHEREAS, the Shawnee Township Board of Trustees extended Officer Miracle's Injury Leave until May 23, 2009 by passing Resolution 91-09, and;

WHEREAS, Officer Miracle had depleted injury leave and the extension thereof according to the FOP contract and had exhausted Family Medical Leave, and;

WHEREAS, Officer Miracle returned to Light Duty employment through Shawnee Township's Transitional Work Program on June 5, 2009 through Resolution 123-09 for a period of 90 days, continuing active pay status, insurance benefits, full salary, and other benefits, and;

WHEREAS, Officer Miracle has continued Light Duty employment beyond the 90 day period, and;

WHEREAS, Officer Miracle is still unable to return to full duties as a police officer and the Board of Trustees acknowledges the financial hardship in continued payment of Officer Miracle and the Overtime generated by the inability of Officer Miracle to return to full duty, and;

NOW THEREFORE BE IT RESOLVED, the Shawnee Township Board of Trustees extends the Light Duty position for Officer Chris Miracle through October 4, 2009, and;

FURTHER, the Shawnee Township Board of Trustees shall release Officer Chris Miracle from the Light Duty position thereafter.

Mrs. Brown motioned to adopt Resolution 178-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0.
Roll Call:

Mr. Russell Holly	(yes)
Mrs. Christie Seddelmeyer	(yes)
Mrs. Christi Brown	(yes)

RESOLUTION 179-09 EXTENSION OF LIGHT DUTY TO RELEASE DATE FOR DICK ODER

WHEREAS, Firefighter Dick Oder was injured in the line of duty on February 13, 2009, and;

WHEREAS, Firefighter Oder has been off work since the time of the injury, and;

WHEREAS, the Shawnee Township Board of Trustees extended Firefighter Oder's Injury Leave until May 23, 2009 by passing Resolution 90-09, and;

WHEREAS, Mr. Oder had depleted injury leave and the extension thereof according to the IAFF contract and had exhausted Family Medical Leave, and;

WHEREAS, Firefighter Oder returned to Light Duty employment through Shawnee Township's Transitional Work Program on May 11, 2009 through Resolution 109-09 for a period of 90 days, continuing active pay status, insurance benefits, full salary, and other benefits, and;

WHEREAS, Firefighter Oder has continued Light Duty employment beyond the 90 day period, and;

WHEREAS, Firefighter Oder is still unable to return to full duties as a Firefighter and the Board of Trustees acknowledges the financial hardship in continued payment of Firefighter Oder and the Overtime generated by the inability to return to full duty, and;

NOW THEREFORE BE IT RESOLVED, the Shawnee Township Board of Trustees extends the Light Duty position for Firefighter Dick Oder through October 4, 2009, and;

FURTHER, the Shawnee Township Board of Trustees shall release Firefighter Oder from the Light Duty position thereafter.

Mrs. Brown motioned to adopt Resolution 179-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0.
Roll Call:

Mr. Russell Holly	(yes)
Mrs. Christie Seddelmeyer	(yes)
Mrs. Christi Brown	(yes)

RESOLUTION 180-09 EXTENSION OF FIRE CHIEF TODD TRUESDALE'S WORK AGREEMENT

BE IT RESOLVED that the Shawnee Township Board of Trustees hereby extends the current Work Agreement with Fire Chief Todd Truesdale through February 9, 2010.

EMPLOYMENT AGREEMENT

This Agreement is made on the 9th day of February 2009, between the Shawnee Township Board of Trustees, Allen County, Ohio (the employer) having a principal place of business at 2530 Fort Amanda Road, Lima, Ohio 45804, and Mr. Todd Truesdale.

In consideration of the mutual covenants and agreement set forth below, the parties agree as follows:

TERMS

The Employee shall be employed on an interim basis as the Fire Chief for a period of approximately six (6) months and shall work at 2526 Fort Amanda Road, Lima, Ohio 45804 and at other places as directed by the Employer. The employee's term as interim Fire Chief shall commence on the 9th day of February, 2009 and shall end on the 15th day of August, 2009.

The Employee understands that the position of interim Fire Chief may be eliminated at any time at the discretion of the Employer. However, it is agreed that if the employee successfully completes the above specified period as the interim Fire Chief, he shall be appointed as the permanent Fire Chief and shall thereafter only be removed for cause in accordance with applicable law. If the employee fails to successfully complete the above specified period as interim Fire Chief, he shall be returned to his previous position as Platoon Chief. The parties further understand and agree that the Fire Chief position is a non-bargaining unit position excluded from collective bargaining as a management/supervisory position.

DUTIES

The Fire Chief shall perform those executive, administrative, and other related duties as contained in the position description for Fire Chief adopted by the Board of Trustees or as hereafter amended by the Board.

COMPENSATION

As compensation for services rendered as Fire Chief under this agreement, the Employee shall be entitled to receive a salary of \$2,540.00 for each bi-weekly pay period employed in such position. Said compensation shall be effective beginning February 15, 2009. Said compensation shall cease immediately if the Employee is returned to his previous position as Platoon Chief, terminated for cause, or voluntarily severs his employment with the Employer.

In accordance with the Fair Labor Standards Act, the Employee shall be an executive salaried employee exempt from overtime eligibility. The Employee shall be paid on a salary basis and such salary shall be considered total compensation for all hours required to fulfill the duties and responsibilities of the position. The Employee shall normally work a minimum of forty (40) hours per week but understands that he may be required to work more than 40 hours in order to fulfill the duties and responsibilities of the Fire Chief's position without additional wages for hours worked in excess of the normal minimum.

The exempt employee may flex his regular work schedule to accommodate for hours worked in excess of what is normally required to fulfill the duties and responsibilities of the position. Up to 80 hours of flex time may be accrued for use at the determination of the Employee. The Employee shall not be entitled to compensation for unused flex hour upon separation from employment with the Employer.

ENTITLEMENTS

The Employee shall be entitled to paid vacation, holidays, personal leave days, sick leave, health insurance, life insurance, and other fringe benefits comparable to those provided to the bargaining unit employees under the IAFF collective bargaining agreement or as provided under the Employer's Personnel Policy and Procedure Manual (PPM), whichever provides the greater benefit. Wherever the IAFF collective bargaining agreement is silent regarding and issue, the PPM shall be applicable to the Employee.

The Employee shall be expected to utilize a Township emergency response staff car for transportation to and from work in order to remain available for emergency response from home at any hour of the day.

The Employee shall be provided all necessary equipment and gear for performance of emergency response duties. Notwithstanding the above, the Employee shall receive a supplemental clothing allowance of \$250.00 per year for the purchase of formal clothing for meetings and public events in lieu of the uniform maintenance allowance provided under the IAFF collective bargaining agreement.

Notwithstanding the above, at the time of separation from service with Shawnee Township through either death, retirement or disability retirement as granted by the Ohio Police and Fire Pension Fund, the Employee shall be granted payment for unused sick leave as follows:

1. One-fourth (1/4) of the total accrued but unused sick leave, not exceeding one-fourth (1/4) of 2050 hours, which equals a maximum payment for 512.5 hours.
2. Hours accrued but unused over 2050 hours shall be paid at a rate of one (1) hour of pay for each three (3) hours of unused sick leave.

Payment shall be made based upon the Employee's effective hourly rate of pay on the date of separation and retirement from the Township. Payment shall be made within one month of the date of retirement. Payment shall be made only once and will eliminate all accrued sick leave. Accrued but unused sick leave shall be paid to the employee's spouse or estate according to this same conversion formula if the employee dies while in active payroll status.

Mrs. Brown motioned to adopt Resolution 180-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0.
Roll Call:

Mr. Russell Holly	(yes)
Mrs. Christie Seddelmeyer	(yes)
Mrs. Christi Brown	(yes)

8:00 PM-OPENING OF SEALED BIDS FOR PAVING PARKING LOT

1. Fritchie Asphalt, Lima, Oh.....\$ 96,485.00
2. Bluffton Paving Inc., Bluffton, Oh..... \$ 90,630.00

Mrs. Brown motioned the Board of Trustees amend the agenda to include Resolution 181-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0.

RESOLUTION 181-09 ACCEPT BID OF BLUFFTON PAVING INC. FOR PARKING LOT RESURFACING PROJECT

BE IT HEREBY RESOLVED that the Shawnee Township Board of Trustees publicized a Legal Notice to accept sealed bids for the resurfacing of the Shawnee Township parking lot in Resolution 120-09, and;

WHEREAS, bids for the parking lot resurfacing project were opened at the August 24, 2009 Shawnee Twp. Board of Trustees Regular Meeting, and reviewed thereafter; and,

WHEREAS, due to the discrepancies in the specifications, on Sept. 14, 2009, at the Shawnee Township Board of Trustees Regular Meeting the Trustees passed Resolution 172-09, to reject all bids that were opened at the Aug. 24, 2009 Regular Meeting for the parking lot resurfacing project, and to authorize the re-bidding of the Parking Lot Resurfacing Project and publication of a Legal Notice announcing the acceptance of sealed bids for the project, and;

WHEREAS, sealed bids from the re-bidding for the Parking Lot Resurfacing Project were received, opened and reviewed at the Shawnee Township Board of Trustees Regular Meeting held this day Sept. 28, 2009, and;

WHEREAS, the bid from Bluffton Paving Inc. was chosen to be the best and lowest bid that suited the specifications for the parking lot resurfacing project;

THEREFORE BE IT HEREBY RESOLVED, the Shawnee Township Board of Trustees hereby accepts the bid of \$90,630.00 from Bluffton Paving, Inc., Bluffton, Ohio, for the Parking Lot Resurfacing Project.

Mrs. Brown motioned to adopt Resolution 181-09, Mrs. Seddelmeyer seconded, and the motion passed 3-0.
Roll Call:

Mr. Russell Holly	(yes)
Mrs. Christie Seddelmeyer	(yes)
Mrs. Christi Brown	(yes)

DEPARTMENTAL ACTIVITIES:

FIRE DEPARTMENT

Fire Chief Todd Truesdale

Discussion:

- Thank you to community and Fire Dept. in raising \$3000 for Muscular Dystrophy.
- Tower Rescue Training Article.
- Problems with MARC's Radios.
- New Heavy Rescue Unit in service by Wednesday.

POLICE DEPARTMENT

Chief of Police Michael Keith

Discussion:

- Instructor's training through OPOTA. Officers to serve as certified instructors in countywide training.

ROAD DEPARTMENT

Road Superintendent Howard Gray

Discussion:

- Clearing of right-of-way on Wapak Rd.
- Nov. 5th, 10:30 am-Meeting with the county in reference to the bridge corridor on Shawnee & Ft. Amanda Rd. Public Meeting scheduled Nov. 12th, 7-9 pm at Township Adm. Bldg.
- Clean-up Day, Sat., Oct. 3rd, 8am-2pm. Dumpsters located at Road Dept. parking lot.

ZONING

Zoning Inspector John Gosnell

Discussion:

- Two permits issued. (1 garage, 1 demo work on bldg.)
- Abandoned car on Wilson Ave. to be removed.
- Complaints about the trash piled up at 1201 Crayton Ave. Health Dept. sent notices to residents.
- Complaints about overgrown grass & weeds at Southwood.

COMMUNICATIONS

- CAUV-Land Valuation – Re-evaluations.
- Allen Water District Minutes of Meeting.
- Notice of Public Hearing from the County-Drainage Issue.
- Lima Allen County Safe Community Coalition.

BILLS

Mrs. Brown motioned the Board approve paying the bills by resolution, Mrs. Seddelmeyer seconded, motion passed 3-0. Roll Call:

Mr. Russell. Holly (yes) Mrs. Christie Seddelmeyer (yes) Mrs. Christi Brown (yes)

ADJOURNMENT

With no further business to be brought before the Shawnee Township Board of Trustees Regular Meeting, Mrs. Brown motioned the meeting adjourn, Mrs. Seddelmeyer seconded, and the motion passed 3-0. Meeting adjourned at 8:26 p.m.

Approval of the Minutes held Sept. 28, 2009

Russell E. Holly, Chairperson

Christie A. Seddelmeyer, Vice Chairperson

Christi L. Brown, Trustee

Stephanie J. Hoffer, Fiscal Officer