
**SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES
FEBRUARY 11, 2016
MINUTES**

The Springfield Township Board of Trustees held a meeting Thursday, February 11, 2016 6:00 p.m. at the Springfield Township Town Hall, 2459 Canfield Road, Akron, Ohio.

The meeting was called to order by Dean Young. Patty Price, Secretary, called the roll. Roll Call: Mrs. Davis (here); Mr. Young (here); Mr. DiLauro (here).

PRESENTATION

John Smith administered the Oath of Office

- Swore in three part time probationary police officers: Vance Brothers, Zachary Flack, Joshua Twigg
- Swore in full time police officer: Eric Glass

ADMINISTRATIVE

ADM 033-2016 Dean Young: I move to dispense with reading of the minutes and approve the minutes to date. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

ADM 034-2016 Dean Young: I move to approve payment of bills and payroll as prepared by the Fiscal Officer, subject to audit. Seconded by Joe DiLauro. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

ADM 035-2016 Dean Young: I move to acknowledge receipt of Fiscal Officer's January report and approve same. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

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FIRE DEPARTMENT

Vic Wincik, Fire Chief: Monthly Fire Department Report.

FIRE 036-2016 Dean Young: I move to amend motion #20-2016 from \$1,550 to \$1,554 for repairs of Physio-Control heart monitors. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

POLICE DEPARTMENT

John Smith, Police Chief: Monthly Police Department Report.

REPORT - JANUARY

Total Monthly Calls	Physical Risk Calls	Incidents Reported	Incidents Cleared	Arrests Made	Out-standing Warrant Issued	Traffic Crash Reports	Traffic Stops	OMVI
1026							142	

COMMUNITY SERVICES

Special Details	Animal Calls	Vehicle Lockouts	Civil Matters	Child Custody	Senior Checks	Welfare Checks	Disabled Abandon Vehicles	Watch Groups
72	20	22	21	7	vasp	17	19	15

TRAINING

Department Training Hours	SWAT
	16 HOURS

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Linda Denton: VASP Report

March 9, 2016:

- 9 to 11 am - Breakfast Springfield High School by Fire Department.
French Toast and Sausage.

March 19, 2016

- 1 to 3 pm - Easter Egg Hunt - Schrop School - ages through 12.

POLICE 037-2016 Deborah Davis: I move to hire Vance Brothers, Zachary Flack, and Joshua Twigg as part time probationary police officers at the current probationary pay rate \$12.50 effective 02-11-16. OPERS membership will be dated as of the first day of work. Upon completion of the Field Training Officer Program, and the one-year probation, they will be eligible to become regular part time employees paid at the current rate at that time. Seconded by Dean Young. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

POLICE 038-2016 Deborah Davis: I move to promote part time officer Eric Glass to full time officer in order to fill a job vacancy effective 02-11-16 at the current pay rate per the FOP/OLC contract. Seconded by Joe DiLauro. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

POLICE 039-2016 Deborah Davis: I move to accept the OCJS, JAG-LE grant previously applied for in motion #276-15 for the purchase of body cameras. The total project award total is \$7,445.00 with the Township's portion of 10% being \$744.50. Lakemore will be billed their share (20%) of \$744.50 totaling \$148.90. The remaining amount for cameras will be covered in a later motion and will be paid out of police funds. Seconded by Dean Young. Roll Call:

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Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

ROAD DEPARTMENT

Ted Weinsheimer, Road Superintendent: Monthly Road Department Report.

ROAD 040-2016 Joe DiLauro: I move to approve the Resolution in connection with the contract to improve Marvo Drive and authorize the Chairman to sign the Marvo Drive Improvement and Vacation Agreement. Seconded by Dean Young. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

PARKS BOARD

Doug Foltz, Director Parks & Recreation

PARKS 041-2016 Joe DiLauro: I move to approve the purchase of a John Deere Gator for JEDD in the amount of \$5,806.70 from Deere & Co. To be taken from fund line 1000-610-740-1021. Seconded by Dean Young. Roll Call: Mrs. Davis (no); Mr. Young (yes); Mr. DiLauro (yes).

PARKS 04202016 Joe DiLauro: I move to approve the purchase of a landscape trailer in the amount of \$2,099.00 from Majestic Trailer & Hitch to be taken from fund line 1000-610-740-1021. Seconded by Dean Young. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

ZONING DEPARTMENT

Pat Ryan, Zoning Administrator: Monthly Zoning Department Report.

The Zoning Department completed 77 complaint investigations: 8 investigations were nuisance related and included:

- 7 trash and/or debris**
- 1 structure**

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69 of the investigations were zoning related and included:

- 48 vehicle violations
- 4 use or no permit
- 17 signs

The Zoning Department issued 8 zoning permits. 2 permits were for residential lots and included:

- 2 res. additions

6 of the zoning permits were for commercial lots and include:

- 1 certificate of conformance
- 5 permanent signs

The Zoning Department completed 12 construction follow-up inspections. The Board of Zoning Appeals and Zoning Commission met once in January.

ZONING 043-2016 **Joe DiLauro: I move to approve the re-appointment of Maureen Capito to the Board of Zoning Appeals for term expiring December 31, 2020. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**

PUBLIC INPUT

Vic Wincik: March 15, 2015 Election - explained and asked to vote for Issue 13.

ANNOUNCEMENTS

Deborah Davis explained billing for water service.

ADM 044-2016 **Dean Young: I move we go into Executive Session to have a conference with legal counsel on an update with negotiations with employee union. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Joe DiLauro (yes).**

**The Board went into Executive Session.
The Regular Meeting resumed.**

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ADM 045-2016 **Dean Young: I move to adjourn. Seconded by Deborah Davis.
Roll Call: Mrs. Davis (yes); Mr. Young (yes); Joe DiLauro
(yes).**



Dean Young, Chairman



Joe DiLauro, Vice Chairman

ATTEST



Deborah Davis, Trustee

(Absent)

Sharon Harms, Fiscal Officer

0211botmin
Minutes prepared by Patty Price

SIGN IN SHEET

PLEASE PRINT

Name	Address
Zachary Flack	602 Sherman St. ALTON, OH, 44311
Wanda Brasley	926 Impala W 44319
James Adams	1419 Marlstone Cir
Pat Juston	58 16th St Barbours Ohio
Gene Lutz	1670 Fayuan D. 44312
Dick + Linda Kohr	2883 Old Home Rd.
Ray Anderson	1272 SHANAFELT AVE
Vance Dno	

Resolution No. 029-2016

Resolution In Connection with Contract to Improve Marvo Drive

Springfield Township, Summit County, Ohio

WHEREAS, the Springfield Township Board of Township Trustees has determined that it is necessary that certain portions, as hereinafter describe, of Marvo Drive shall be resurfaced and improved;

WHEREAS, R.C. 5571.01 and R.C. 5573.01 allow the Springfield Township Board of Township Trustees to improve or resurface a road;

WHEREAS, the Springfield Township Board of Township Trustees desire to enter in to the Marvo Drive Improvement and Vacation Agreement (the "Agreement") that is attached hereto as Exhibit A and incorporated herein.

WHEREAS, the Springfield Township Board of Township Trustees desire to enter into the Agreement and believe the Agreement promotes the public health safety, convenience, comfort, prosperity, and general welfare of the citizens of the Township of Springfield.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED BY THE TRUSTEES OF THE TOWNSHIP OF SPRINGFIELD, AS FOLLOWS:

Section 1: The above recitals are incorporated by reference as if fully set forth herein and shall be as effective as if repeated verbatim.

Section 2: The Springfield Township Board of Township Trustees desires to enter into the Agreement to improve and resurface certain portions of Marvo Drive.

Section 3: That the Trustees of Springfield Township, upon passage of this Resolution, are hereby authorized and directed to enter into and execute the Agreement, attached hereto as Exhibit A.

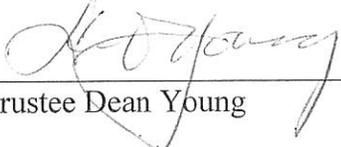
Section 4: The Council finds and determines that all formal actions relating to the adoption of this Resolution have been taken at an open meeting; and that the deliberations of this Board of Trustees and its committees, resulting in such formal action, took place in a meeting open to the public in compliance with all statutory requirements, including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. Except as otherwise provided herein, this Resolution shall be in force and take effect after the earliest period allowed by law.

PRESENTED, PASSED, APPROVED this 11th day of February, 2016.

PASSED: _____

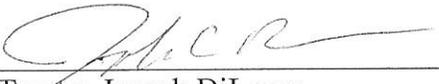
THE BOARD OF TRUSTEES FOR SPRINGFIELD TOWNSHIP



Trustee Dean Young



Trustee Deborah Davis



Trustee Joseph DiLauro

Marvo Drive Improvement and Vacation Agreement

This Marvo Drive Improvement and Vacation Agreement (“Agreement”) is made this 11th day of ~~February~~, 2016, by and among the Board of Trustees of Springfield Township (“Springfield”), Douglas J. Sibila (“Sibila”), and CDSF, Ltd, (“CDSF”) (Collectively, Springfield, Sibila, and CDSF may be referred to herein as the “Parties”).

WHEREAS, CDSF is an Ohio limited liability company located at 2207 Kimball Road, SE, Canton, Ohio 44707;

WHEREAS, Springfield is a duly organized and existing township located in Summit County, Ohio and enters into this Agreement by and through its duly elected Board of Trustees;

WHEREAS, CDSF owns parcels of land directly adjacent to Marvo Drive;

WHEREAS, a .2169 portion of Marvo Drive was vacated in August, 1998 as referenced in the Official Records of Summit County, reception number 54288317;

WHEREAS, a portion of Marvo Drive, beginning at Krumroy Road and extending north approximately three hundred and forty-five (345) feet, remains a dedicated township road (the “Dedicated Portion of Marvo Drive”) (a map identifying the Dedicated Portion of Marvo Drive is attached hereto as Exhibit A);

WHEREAS, Springfield and CDSF have agreed to improve and pave the portion the Dedicated Portion of Marvo Drive (the “Project”); and

WHEREAS, after the Dedicated Portion of Marvo Drive is improved and paved, the Parties desire that the Dedicated Portion of Marvo Drive be vacated.

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises hereinafter expressed, the Parties hereto do mutually agree as follows:

- 1. Agreement and Description:** The Parties agree to improve and pave the Dedicated Portion of Marvo Drive to a satisfactory condition.
- 2. Allocation and Payment of Costs:** All costs incurred in completing the Project shall be split evenly between CDSF and Springfield Township. Springfield Township shall pay fifty percent (50%) of the total costs associated with the Project and CDSF shall pay fifty percent (50%) of the total costs associated with the Project. CDSF’s fifty percent (50%) payment shall be made in one (1) lump sum in accordance with the contractor(s)’ payment schedule that is hired to improve Marvo Road.
- 3. Vacation of Marvo Drive:** Within one (1) year of the time that the Project is completed, the Parties agree that Marvo Road will be vacated. After the effective date of the vacation into perpetuity, CDSF, its successors and assigns, shall have the duty and responsibility to maintain Marvo Drive. Furthermore, on the effective date of the vacation, any duties or

responsibilities of Springfield Township associated with Marvo Drive shall extinguish. If Marvo Drive is not vacated within (1) year after the Project is completed, CDSF shall reimburse Springfield Township for all costs associated with the Project.

4. **Miscellaneous Provisions:**

- a. **Entire Agreement:** This Agreement constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed, or amended, except for in writing signed by a duly authorized representative of each of the parties.
- b. **Conflict:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- c. **Binding Effect:** This agreement shall be binding upon the Parties hereto and their successors and assigns.
- d. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provisions shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provisions had not been included, or had been modified as above provided, as the case may be.
- e. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its choice of law principles.
- f. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. For purposes of executing this Agreement, a document signed and transmitted by e-mail or facsimile machine shall be treated as an original document. The signature of any Party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.
- g. **Notices:** Any Notice, request demand, consent, approval, or other communication required or permitted under this Agreement and shall be deemed to have been given: (a) if and when personally delivered; or (b) one (1) business day after being deposited with a national overnight mail courier service, (i.e., Federal Express or UPS); or (c) three (3) business days after

being mailed by United States certified mail, return receipt requested, postage prepaid, and addressed to a party at its address set forth below:

To Springfield Township: Irving B. Sugerman
Brouse McDowell
388 South Main St., Suite 500
Akron, Ohio 44311

To CDSF, Ltd: Douglas J. Sibila
2207 Kimball Rd SE
Canton, Ohio 44707

IN WITNESS WHEREOF, each party has executed this Agreement on the 11th day of February, 2016.

CDSF, Ltd.:



By: Douglas J. Sibila
Its: Managing Member

Douglas J. Sibila



Douglas J. Sibila

Springfield Township:



Dean Young, Trustee



Deborah Davis, Trustee



Joseph Dilauro, Trustee

[#846219]

