

<<<BLOOM TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING 04/25/07>>>

Brian Randles, Chair, called the meeting to order at 7:00 p.m. Members present were Trustees Randles, David Petty, Joseph Smith, and Fiscal Officer Carol Moore. Also present were Anne Darling Cyphert, Board and B/Z Administrator; Fire Chief Terry Gill; Randy Solt, Road Supervisor; and several interested citizens.

Randles asked everyone to join him in the Pledge of Allegiance and to remain standing for a Moment of Silence in honor of our troops serving in the Military throughout the world.

PUBLIC COMMENT:

- Everett Winston, 970 Alspach, expressed his concern about lack of high speed internet. Cyphert updated him on the meeting she had with David Kandle with AT&T who said there are no plans for DSL but there are plans for satellite internet later this year. Insight Cable also has no plans for expansion of DSL. Township officials said the township has no input on the companies' choices for high speed but we all express the same level of frustration. Township resident Larry Coyle from Rockmill Road said the franchise agreement may be non-exclusive.
- Bill Arnett from Fairfield County Economic Development introduced himself as the new Economic Development Director for the county. He attends the Route 33 Growth Alliance committee. There will be a meeting this Friday, April 27, at South Central Power to invite businesses to see what Route 33 corridor has to offer. He added there is a senate bill right now that could improve DSL/Cable service to the state.

EXECUTIVE SESSION: **Motion** by Petty, second by Smith, to enter into executive session with legal counsel for the purpose of discussion of pending litigation. Motion carried 3-0.

EXECUTIVE SESSION: **Motion** by Petty, second by Smith, to exit out of executive session with legal counsel for the purpose of discussion of pending litigation. Motion carried 3-0.

Randles asked Solt if he would like to give his report now.

ROAD DEPARTMENT REPORT:

- Update on Greencastle Drainage Project: Solt reported on the *Greencastle Drainage Project Materials Price List* he had compiled for this project. Project is continuing. Drainage and flooding is worsening.
- Brandt Road and Kauffman will be viewed by Solt and Smith tomorrow.
- Crawl Space (basement) door for Greencastle building is ready to be picked up.
- There was damage done by cars at Wesley Chapel Cemetery and trash left as well. A sheriff's office incident report was made. The deputies will try to patrol the area more frequently.
- The road department workers are doing berm work now.

FISCAL OFFICER REPORT:

- **Motion** by Smith, second by Petty to approve minutes of Regular meeting held 4-16-07. Motion carried 3-0.
- **Motion** by Petty, second by Smith to approve payment of bills in the amount of \$10,121.48 and Payroll/charges in the amount of \$6,439.91 having been certified by the fiscal officer that funds are available. Motion carried 3-0.
- CORRESPONDENCE/ANNOUNCEMENTS
 - 1st half of the year real estate tax settlement received.
 - Letter from Trimmer Ins. regarding COBRA services.
 - Letter to trustees from a firefighter thanking them for authorizing his participation in the Ohio Fire Executive Program.
 - TIF Compensation Agreement with Lithopolis:

RESOLUTION #10-07: BE IT RESOLVED BY THE BLOOM TOWNSHIP BOARD OF TRUSTEES to accept and sign the COMPENSATION AGREEMENT with the Village of Lithopolis with the change of the address for the township in *Section 2 – Notices* which shall read "Bloom Township Fiscal Officer, 8490 Lithopolis Road NW, Carroll, OH." Copy of the agreement with trustee signatures follows on the next six pages:

Execution Copy

COMPENSATION AGREEMENT

This Compensation Agreement (the "Agreement") is made and entered into this 25 day of April 2007, by and between the Village of Lithopolis, Ohio (the "Village"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, and Bloom Township, Fairfield County, Ohio (the "Township").

WITNESSETH

WHEREAS, the Village, by its Ordinance No. 23-06 passed December 12, 2006 (the "Ordinance"), has declared that 100% of the increase in the assessed value of the parcels of real property described and depicted on Exhibit A attached hereto (each, a "Parcel" and collectively the "Parcels") subsequent to the effective date of the Ordinance (such increase hereinafter referred to as the "Improvement" as further defined in Ohio Revised Code Section 5709.40 and the Ordinance) is a public purpose and each Parcel is exempt from taxation for a period coextensive with the life of the Incentive District (as defined in the Ordinance) containing that Parcel, which life commences with the first tax year that begins after the effective date of the Ordinance and in which an Improvement due to a new structure first appears on the tax list and duplicate of real and public utility property for a Parcel in that Incentive District and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes (as herein defined) (the "TIF Exemption"); and

WHEREAS, the Village has determined that it is necessary and appropriate and in the best interests of the Village to provide for the owner of any Parcel to make service payments in lieu of taxes with respect to that Parcel (the "Service Payments"), which Service Payments will be deposited into the funds established in Section 5 of the Ordinance (the "Funds") or distributed to the Bloom Carroll Local School District (the "School District"), all pursuant to and in accordance with Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statutes"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.82, the Village desires to pay to the Township as compensation payments for the millage levied to support the Bloom Township Fire Department (the "Fire Department") a portion of the Service Payments as well as a portion of any other payments with respect to the Property that are received by the Fairfield County Treasurer in connection with Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), and that are deposited into the Funds; and

WHEREAS, in consideration for this Compensation Agreement, the Township and the Fire Department have supported the enactment of the TIF Ordinance;

NOW, THEREFORE, in consideration of the premises and covenants contained herein the parties hereto agree to the foregoing and as follows:

<<<BLOOM TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING 04/25/07>>>

Section 1 - Compensation Payments. The Village will pay to the Township, for each Parcel, the Service Payments and Property Tax Rollback Payments deposited into the designated Fund for that Parcel that are attributable to levies presently existing or hereafter enacted (or renewals or replacements thereof) in support of the Fire Department pursuant to Ohio Revised Code Sections 505.39 or 5705.19 for that Parcel (the "*Compensation Payment*"). The exact amount of each Compensation Payment will be calculated by the Village's Fiscal Officer and a notice detailing that amount for each Parcel will be sent to the Township prior to payment. Subject to all necessary appropriations actions by Village Council, the Village will make Compensation Payments to the Township semi-annually within sixty (60) business days of the deposit of the Service Payments and Property Tax Rollback Payments comprising a Compensation Payment into the Fund for that Parcel. The Compensation Payments shall be used solely in support of the Fire Department.

Section 2 - Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be personally delivered or sent guaranteed overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed delivery, if requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

Village:

33 North Market Street
PO Box 278
Lithopolis, Ohio 43136
Attn: Mayor
Facsimile No.: 614.837.2722

Township:

Bloom Township Fiscal Officer
8490 Lithopolis Road NW
Carroll, OH 43112

Section 3 - Successors; Assignment; Amendments, Changes and Modifications. The parties may only assign this Agreement with the consent of all parties hereto. This Agreement may only be amended by written instrument executed by all parties to this Agreement.

Section 4 - Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the Village may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a

covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

Section 5 - Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 6 - Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

Section 7 - Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supercedes prior agreements and understandings between the parties.

Section 8 - Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Village, its employees, contractors, subcontractors and agents, and the Owner, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the State of Ohio.

(Remainder of page intentionally left blank – signatures begin on following page)

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Village under the foregoing Compensation Agreement, certifies hereby that the moneys required to meet the obligations of the Village during the year 2007 under the foregoing Compensation Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

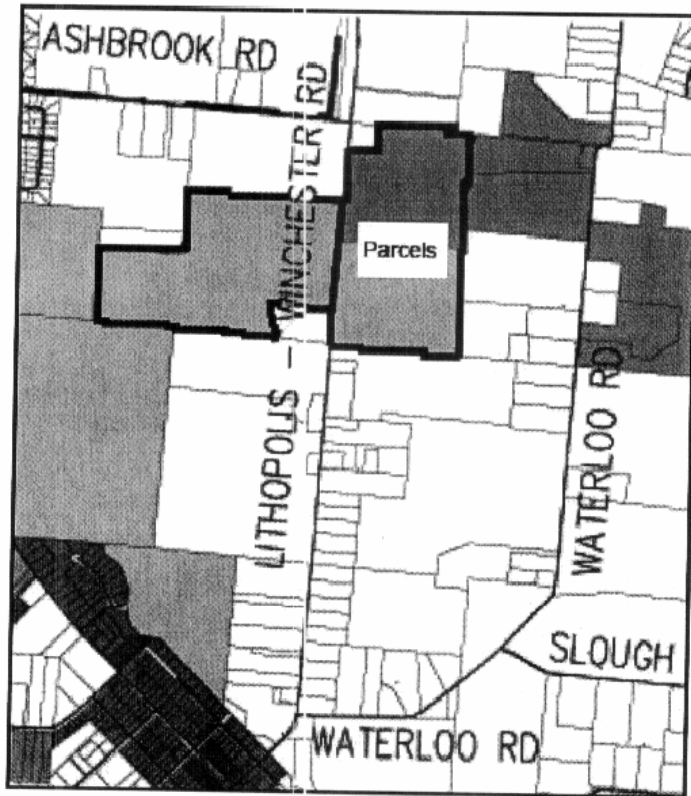
Dated: _____, 2007

Fiscal Officer

EXHIBIT A

PARCELS

The area enclosed by the black border and designated as the "Parcels" on the following map specifically identifies and depicts the Parcels subject to this Compensation Agreement and constitutes part of this Exhibit A.



<<<BLOOM TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING 04/25/07>>>

IN WITNESS WHEREOF, the Village and the Township have caused this Compensation Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

VILLAGE OF LITHOPOLIS, OHIO

BY _____


Name: Eric P. Sandine
Title: Mayor

Signed this date, April 25, 2007

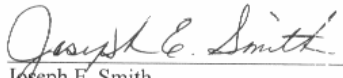
Bloom Township Board of Trustees



F. David Petty



Brian E. Randles



Joseph E. Smith

NOTE CHANGE ON
Pg. 2. on address
& contact name
of tup.

Motion by Petty, second by Smith to adopt Resolution Number 10-07.

ROLL CALL: Petty - Yes; Randles - Yes; Smith – Yes. Resolution adopted 3-0.

<<<BLOOM TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING 04/25/07>>>

OLD BUSINESS:

- **Motion** by Petty, second by Smith to approve uniform policy. Motion carried 3-0. Policy follows:

UNIFORM APPAREL POLICY

All uniform apparel purchased by Bloom Township is required to be worn by the employee and to be worn only during the performance of township duties as described in employee's job description or during promotion of the township at an appropriate public event. Uniform apparel is not to be worn as part of everyday clothing wear. Failure to follow this policy can result in the employee being required to pay taxes as part of fringe benefits of their salary compensation package.

- Review of Compensatory Time Policy. **Motion** by Petty, second by Smith to approve the Compensatory Time Policy as presented with the exclusion of the word "hourly" in the first sentence. Motion carried 3-0.

COMPENSATORY TIME POLICY

Non-union employees of Bloom Township may be entitled to compensatory time accrued at 1 and ½ hours for each hour of overtime, instead of paid overtime.

The Board of Trustees may, from time to time, establish the mandatory election of compensatory time for individual departments if the situation necessitates such a policy (such as use of an abundance of overtime).

Employees may accumulate up to 40 hours of compensatory time during any calendar year and may carry over only 40 hours to the following year. Exception to this can be made as follows: The trustees may grant an employee's request to carry over in excess of 40 hours in a situation deemed by the trustees to be a special circumstance. The number of additional hours to be carried over must be stated in the request.

Any unused compensatory time over 40 hours at the end of the calendar year shall be paid to the employee on a payroll during the first month of the new year at the hourly rate in effect during the previous year.

The election of compensatory time in lieu of overtime must be promptly documented with the employee's supervisor and annotated on the time sheet prior to submission to the fiscal officer.

Use of compensatory time shall be requested in the same manner as use of vacation leave.

Upon separation from employment, unused compensatory time shall be paid to the employee at the employee's current hourly rate.

- Roof project for Greencastle: Randles said the vendor who submitted the quote requiring payment up front would have problems paying for the material without the money up front. Petty said he has had his own roof done twice and both times he paid the person half up front. Moore said since it is taxpayer money we are not supposed to enter into contract with a company that is not financially stable. It would not be good business to pay for materials up front and she does not think the township can enter into a contract that requires that. She said if the trustees want to do that, she will need to check with the prosecutor's office first. Randles said he checked the roofer's references on a federal project and the roofer had been paid at the end of the project. Randles said the vendor who wants the money up front is trustworthy. Petty agreed it would not be a problem to pay the vendor the amount he requires up front so that he can purchase materials. Moore said it is an unnecessary risk for the township to take with taxpayer money. Petty suggested we could ask the vendor to post a \$5,000 to \$15,000 bond. Randles said he is meeting with another vendor tomorrow night. Smith asked Moore to check with the Prosecutor's Office on paying the money up front if a \$15,000 bond is posted. Cyphert said she would send the information to the Prosecutor's Office and Moore said she would contact the prosecutor's office if needed after the additional offers were reviewed.
- Having reviewed earlier in the meeting the *Greencastle Drainage Project Materials Price List* compiled by Randy Solt: **Motion** by Petty, second by Smith to approve up to \$4,600 for the Greencastle Drainage Project. Motion carried 3-0.

<<<BLOOM TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING 04/25/07>>>

NEW BUSINESS:

Petty said Gill needs someone to attend the Safety Council meeting in order to get credit for the Workers Compensation discount program. Cyphert volunteered to attend on behalf of the township.

ADMINISTRATIVE OFFICE REPORT:

Discussion of JEDD meeting: Cyphert presented a document that is being considered in the proposed JEDD agreement. . She and Smith attended a meeting with the interested parties the previous week. Cyphert will keep the trustees informed.

FIRE DEPARTMENT REPORT:

Gill was not present at the meeting.

OTHER: None

ADJOURNMENT

Randles adjourned the meeting.

Brian E. Randles
Chair

Carol J. Moore
Fiscal Officer