

**WESTFIELD TOWNSHIP TRUSTEES**  
**Special Meeting/Fire Contract/Zoning Fees/Gen. Bus.**  
**December 2, 2010**  
**8:30 am.**

Chairman Oiler opened at special meeting at 8:36 am.

Trustees present: Likley, Oiler, Harris.

Others in attendance: Assistant Prosecutor, Wm. L. Thorne, Fire Chief Fletcher, Heather Sturdevant, Kevin Rych, Carolyn Sims, Carol Rumburg, Terry Likley.

FIRE CONTRACT

In review of the proposed contract sent to the township via Bill Thorne the following changes will be proposed and sent back to the village: suggested changes will be in italics

- ❖ Date: January 1, 2011
- ❖ Item 4: At the end of the last sentence *except as set forth in 5 & 6*
- ❖ Item 7: Add after contracts *or other outside revenue*
- ❖ Item 9: *Add or operating expenses*
- ❖ Item 11: Add *invoice Village monthly until such time fire district is formed*
- ❖ Item 16: Change soft billed to *hard billed*
- ❖ Item 18: Change the word men to *personnel*
- ❖ Item 19: Last sentence add *Township* and Village written reports
- ❖ Item 20: Rename the fire committee to *Fire and Rescue Advisory Board*, strike "agreed upon by the parties" and add *appointed by township trustees. Add following the Ohio Sunshine Law.*
- ❖ Item 21: Add *upon termination of the existing Village insurance*

Trustee Likley wants to see a copy of Exhibit A and B. Bill replied maybe Martha can find one Bill Hutson also wants a copy.

Trustee Likley: "The majority rules but I do not agree with the termination and cannot support this part of the contract as written. I have stated that in the past this leaves the residents of the township very vulnerable". Trustee Oiler: This leaves the other residents vulnerable also but I think it is a very fair partnership agreement". Trustee Likley was concerned how the township would acquire the funds if a termination was to occur. Bill Thorne: you possibly could pass a levy or borrow depending or the township could contract with another fire department.

**Trustee Oiler made a motion to have Bill redraft as proposed, seconded by Trustee Harris.**

**Roll call: Oiler, aye; Likley, NO, Harris, aye.**

Fiscal officer then provided a draft copy of **RESOLUTION 2010-28 A RESOLUTION REQUESTING THE MEDINA COUNTY AUDITOR'S OFFICE TO ESTIMATE FIRE LEVY REVENUE**

**Trustee Oiler made a motion to adopt RESOLUTION 2010-28, seconded by Trustee Harris.**

**Roll call: Likley, aye; Harris, aye; Oiler, aye.**

#### ZONING FEE DISCUSSION

Concerning the charges that have been made for the current text and map amendment:

\$500 for text amendment

\$500 for map amendment

\$800 for additional meetings

Bill Thorne: The application fee is intended to cover the cost of an average application. The \$500 was to cover 2 meetings plus the advertising. If that doesn't cover the cost then you have the right to increase the fee. You can't just put a number out there per meeting and then charge them per meeting. The fees are intended to cover the general costs. In some cases it may be less and in some cases it maybe more. The zoning commission is required to meet for certain meetings and they could have 6 or 7 issues at that meeting. It would not be appropriate to bill just one person for that meeting. You may have additional fees but they are only to cover costs. \$500 is more than enough to cover 1 meeting, it may be less than the cost of 2 depending on how many property owners you have to notify. It's clearly based on the figures that I have I could not justify that cost for just one average meeting.

Trustee Likley: Yet planning services, other entities have said Westfield charges too little for their zoning fees.

Bill: You have the right to recover your expenses-all your costs. The board members that are sitting there, the secretary that is sitting there, the general advertisement that goes out, all that gets included. If it is not \$500 you can't defend it. If it's more than \$500 then you increase it. Based on the numbers that I was given you couldn't defend \$500.

Trustee Likley: We are now charging a square footage fee for the guy that wants to build a porch on to his house or put an addition on to his house to cover zoning costs without any additional expenditure from the township, just to get that \$.05 per sq. ft. What's the difference?

Bill: Probably none if you can't justify what it costs.

Trustee Likley: But we did that to cover zoning costs in general because our zoning costs per year is \$15,000 per year so should we be looking at charging a fee based on the total expense of the year on average \$15,000?

Bill: We would assume that your general taxpayer isn't paying anything out of your general fund and you will finance it out of your fees?

Trustee Likley: I accept that but that was the justification for the increase to cover costs of our zoning, the same way the additional meeting fees are implemented and charged to cover the costs of those additional meetings plus the \$500 for the application isn't justified because the average application might not expend all of that so should we then itemize the expense for a particular application and refund back to our applicants?

Bill: No, you come up with a general fee. You don't take the \$15,000 and divide it out. The \$1,000 would pay for 4 meetings in the application process and Stan Scheetz has been charged \$1,800 (4 extra meetings) and only 5 has been held with 1 scheduled in Dec. 14, 2010. The application was accepted at a regular meeting and it should be a no charge. All should be worked out in a policy.

After a very length dialogue:

Trustee Harris so we shouldn't have charged Mr. Scheetz? Bill: We can discuss that point and I won't say you should or shouldn't this morning. If they were going to challenge it we would have to show and justify that figure. If the board comes in and testifies they are doing those at their regular meeting, what is the justification for counting that as one of the two meetings?

Trustee Oiler: the problem I have with this whole thing is that I know this is going to be challenged and I don't think you can defend it and we do not have enough in the by laws and in the rules to cover us and we are going to loose and it's going to be big time.

Trustee Harris: We have over charged

Trustee Likley: We had a motion and voted at the last meeting.

Trustee Oiler: The motion was that Mr. Scheetz pay \$400 for Oct. 26 and Nov. 18<sup>th</sup> and that vote was a majority of this board.

Bill: It's going to be very difficult to defend but it is up to the board.

Heather:

- A. Re-notice has been sent to the paper that the documents are at the township office if someone wants to review the applications and revision.
- B. Jim questioned whether or not he wanted the items of change listed in the paper. We don't have to do that but you can and if you do that
- C. Additionally Jim felt that the contiguous property owners should be re noticed on this new public hearing date, which will come at an additional cost, that being said Kim could not do that because she did not have a formal decision of the board to do that. Tomorrow is the last day that we can send those notices out or put the changes in the paper.

A decision must be made by the board today:

- Re-notice the property owners and/or
- List the changes in the paper

Trustee Likley: I never felt the full application needed to be re-noticed in the paper, my point was that as advertised that those revisions, options, amendments whatever they want to be called will be available for review here at the township, that meets our responsibility to the public through public notice.

Heather: Kim felt she needed a decision from the board or she would get into trouble.

Trustee Oiler: asked if it is necessary to re notice the contiguous property owners?

Bill: It wasn't any requirement initially.

Trustee Oiler and Harris agreed that if it was in the paper that is sufficient.

**Trustee Oiler made a motion not to re-notice contiguous property owners, seconded by Trustee Harris. Roll call: Likley, NO; Oiler, aye; Harris, aye.**

#### BOND ISSUE

Bill: Pursuant to the last board meeting we did contact Kelly Gregoire's attorney. We had not heard anything. One week ago Trustee Likley had contacted me and wanted to know if we have heard anything, we had not. He asked if we could get some feed back for today's' meeting. We contacted council again asking that we have something back such as a specific proposal if they were going to make one. The comment was that they were going to make a proposal but did not have any at that point. If they were going to make a proposal, they would get back to us and they have not. We haven't heard a word since then. At this point it would be our intent unless the board directs otherwise to start proceedings again Monday. The same thing happened this time as it did the last time. They requested a meeting to discuss this stuff and then absolutely nothing. We specifically requested at least a proposal, we have gotten nothing. If it is the boards' desire we hold off further and have somebody contact her because council indicated that he had no proposal to make (other than not to collect anything) to us at that point and hasn't gotten back to us since. I need some direction on this because once again we stopped the process and nothing has happened. The bonding company pays us and the bonding company which they generally do will go after her for reimbursement.

Trustee Harris asked if she could sue us.

Bill answered anybody can sue you at any time. Clearly the board is out money because clearly the board has agreed to settle this matter in the amount of the bonds in lieu of the full amount of damages that were caused.

Trustee Likley: That's not still clear Bill, whether we are going to accept just the bond payment. That was decided by a previous board but not by this board.

Bill: No amount has been suggested in any amount or duration. So again do we go after the bond?

Trustee Harris: Could we go after her for the full amount?

Bill: Yes, could after her personally for the excess. The previous board decided instead of going after the excess you would accept the bonds. Because the purpose of a bond is to cover any malfeasance, misfeasance, or nonfeasance and you would just live with the bond, you anticipated in getting \$10,000 back from the bonds. Several times during that process it was suggested that she would pay it directly to you in some kind of payment plan. Meetings were set and never followed. Started the process again and we had a response from Westfield that they would send us the first check but we might have to sue Westfield for the second check. When we didn't get the check they said they understood that there was going to be a meeting. We hadn't heard about that and Ron said that she had contacted you again about a meeting and we were asked to set that up or contact council and we did that and nothing has happened. They do not have a proposal to make. The result of the last conversation they said they would get back if they actually had a proposal. We asked for some response by today and we have not gotten anything. There could be something on my answering machine because I haven't been to the office yet. Do we delay or what is your desire.

**Trustee Likley made a motion that this board proceed with communicating to the bonding company to collect the one (1) bond that they have previously agreed to pay and then upon collection of that one (1) bond they pursue the legal action required to collect the 2<sup>nd</sup> bond for a total of \$10,000 held for Kelly Gregoire previous fiscal officer. These bonds are to be collected for misfeasance, nonfeasance, and malfeasance of services during 2 term period the township incurred penalties and interest in excess of \$39,000, seconded by Trustee Oiler.**

**Roll call: Harris, aye; Oiler, NO; Likley, aye.**

Trustee Likley added that Mrs. Gregoire is not the victim in this. The township and township residents is the victim. The collection of this bond is due payment for the purpose of misfeasance, malfeasance, and nonfeasance of her duties while fiscal officer in excess of \$39,000 was paid in penalties and interest. The exact amount is \$39,615.46 for penalties and interest for non payment of taxes whether it be for Ohio Job and Family Services, Ohio Taxation, IRS, and OP&F. The township's books were essentially going to be confiscated – taken over by the IRS and that the building was going to be closed as a result of these actions. So I think the township and in doing so and agreeing to collect only the bonds and pursuing any other funds paid for out of the township the additional \$29,615.46 is being fair to our previous fiscal officer. I would ask that legal council provide all correspondence to Westfield Insurance. Let us know as to your communication and that while we are not setting a dead line for this and the action it should be expedited. This has been going on for several years now. Any communication that comes from Ms. Gregoire's

attorney should be forwarded to the bonding company because it's out of their hands at this point. That opportunity has been provided.

Bill: They could work out a payment plan with the bonding company as well.

**Trustee Harris made a motion to adjourn at 10:47 am, seconded by Trustee Oiler. Unanimous**

Approved December 20, 2010