

Minutes
LAFAYETTE TOWNSHIP BOARD OF TRUSTEES
Emergency Meeting
Thursday, October 20, 2011

Meeting called to order: 12:00 p.m.

Members Present: Trustee Lynda Bowers, Trustee Nanci Shanley, Trustee Bryon Macron, Fiscal Officer Shirley Bailey.

Also Present: Dave Figgers (Road Superintendent), Dan Becker (Medina County Engineer's Office), Assistant Prosecutor Bill Thorne, Jim Howell (HSH Construction), Steve Hawk (Medina County Engineer's Office), Joy Turpin (Township Secretary)

Ballash Road Culvert Repair - Mr. Macron reported that he had received a call the previous day from Dan Becker regarding the Ballash Road repair and asks him to explain. Mr. Becker stated that he had received a call from Mr. Howell with HSH Construction who was awarded the Ballash Road culvert replacement. Through an oversight on his part the replacement was going to be more than originally bid. Mr. Howell had gotten an amount of about \$17,000 from a concrete company to replace the box in the culvert and he had taken that to be a total cost for replacement. He later found out that it did not include the wing walls and the footers. With those items included the cost went to \$33,000.

Currently the contract has been awarded to HSH Construction and a change order has been issued to allow a switch from twin 36" plastic culverts to a 7 x 3 ½ foot high concrete box. This is a better product and it was proposed with a cost savings of about \$2,048.00. Everything was good until the information that came up yesterday. The issue now is to revert back to the twin culverts or pay an additional \$17,000 for the concrete box. This is why legal counsel has been asked to the meeting. The original project was for twin plastic pipes because it was not thought that a concrete box would fit (later learned it would) and because it was a cheaper option. When Mr. Howell presented the concrete box at a cost savings, the Engineer's Office was in favor of that option. Mr. Thorne stated that the contract can only go 10% over the original cost which would only be \$4,000.00. The only options are to go back to the original plan or try to work out a deal.

Mr. Howell accepts responsibility for the error. The concrete company had wanted to pour the box for the Township. Mr. Howell explained how the error had occurred in reading the estimate from the concrete company. He proposes going back to the original contract at \$44,000.00 and he will take \$2,000.00 off of the paving that would need to be done if the Township hires him for the paving. He wants to see that the Township receives credit for the \$2,000 one way or another.

Mr. Becker stated that the way the contract is now it was intended for Lytle to do the paving afterwards. When HSH leaves the job it will be left in stone. Mr. Becker suggested talking with Mr. Howell about putting in base asphalt to get through the winter then have Lytle repave next year. The paving is not in the contract with HSH Construction.

Mr. Macron shared that the original quote from HSH was accepted because it was the lowest quote. Mr. Thorne stated that the Township can go back to the original contract. The change

order will need to be vacated to go back to the pipes. A new change order is recommended to go back to the original plan with twin plastic pipes. Mr. Becker will handle the new change order to vacate Change Order #1 and go back to the twin plastic pipes. The project will continue as the new product is brought in. Discussion was held that the contractor could be held to the change order as agreed upon but it was felt this was not fair since the contractor had earnestly tried to get a deal for the Township.

Ms. Bowers asked that if Mr. Howell had any additional material after doing paving work if that could be dumped onto our parking lot. Mr. Howell stated that the problem with patches is they become a mess. He states to do it right and drain the water it will cost a lot of money. Mr. Becker explained that to do a chip and seal is basically a cosmetic fix and has no strength. A road or parking lot is only as good as its base. Any heavy equipment will cause it to break apart. He agrees that the problem is really more drainage and grading. There is not much of a base on this parking lot and a lot of work would need to be done before paving. Chip and seal is a seal for the cracks and to keep the water out. The chip part is for traction while driving. It does extend the life of the roads.

Mr. Macron motioned to issue Change Order #2, TH85 Ballash Road Culvert #19, to vacate change order #1 and return to the original bid from HSH Construction for \$44,098.50 which will now include pavement repair. Mr. Howell clarified that the paving is not currently included in the project and he is not sure how much it will cost to pave the project. He is willing to include \$2,000 worth of pavement. The Board consensus is to have the \$2,000 deducted from the cost of the current project and deal with the paving at a later date. **Mr. Macron redid his motion to issue Change Order #2, TH85 Ballash Road Culvert #19, deleting Change Order #1, returning to the original bid with HSH Construction for the new price of \$42,050.50. Ms. Bowers seconded the motion.** The project can begin since the Board has approved this change by resolution. **All voting in favor.** Mr. Howell thanked the Board for their consideration in this matter.

Mr. Becker stated that the project will be completed by November 18th. This information will be added to Change Order #2. **Mr. Macron amended his motion to keep the 56 day extension with a completion date of November 18, 2011. Ms. Bowers seconded the amendment. All voting in favor.**

Mr. Becker returned to verify that the agreement made is to go back to the original contract price of \$44,098.50. The Board corrected him that it was to go back to the original contract specifications at a reduced rate of \$42,050.50. The Change Order will state that we are going back to the specifications for the dual pipes at a reduced price of \$42,050.50. The asphalt is not included at this time.

Service Department Truck – Mr. Macron reported the information for the truck to be purchased. The truck is \$33,932.00 from Montrose Ford who will build off of the State Schedule. If the purchase price is less than \$50,000 the item does not have to be bid out. Mr. Thorne clarified that if we could get something for cheaper than the state bid then it can be purchased. Mr. Figgers explained that the truck would be purchased through Montrose Ford who is under the C.U.E. program. The truck would be taken to Dexter Company, who is state term, to have it outfitted for the snow prep for \$33,910.00. Montrose and Dexter would be two separate purchases according to Mr. Thorne. He also clarified that when the state bid is utilized, you have to buy what is on the

state bid. Nothing can be added. If the cost is under the state bid it is not a problem. Mr. Macron explained that the gas option for the truck is cheaper than the diesel option. While a diesel engine will hold up longer, the frame and body won't last as long with the salt usage.

Specs: Ford F550, 4 wheel drive, Gross Vehicle Weight is 19,500, limited slip differential (added option), payload upgrade (part of the 19,500 GVW option), Power equipment group – switches for snow plow prep (option), destination and delivery, running boards (additional), heavy duty wiring (additional charge).

Snow Plow Prep (Dexter Company) –Equipment includes: light bar, plow, tailgate salt spreader, bed, control valves for hydraulics, telescope lift (rather than scissors that have had problems in past – freeze up and break), windshield wiper shakers, rear camera, road watch temperature monitor. The bed will have wooden sides and a stainless steel spreader.

It was noted that STS has a build out for \$99,941 on a 19,000 GVW Ford F550. The chassis by itself is \$52,000. The old one ton will be disposed of in the spring. The new truck is not expected in until February. The purchase will be made with cash. No amendment will be needed for the appropriations since this money has already been set aside.

Mr. Macron motioned to order a 2012 F Series Ford F550 in an amount not to exceed \$34,000.00 from Montrose Ford. Ms. Bowers seconded the motion. All voting in favor.

Mr. Macron motioned to have the new truck outfitted through Dexter Company for the purpose of snow plowing in an amount not to exceed \$34,000 with the items outlined in the Dexter Company quotation dated October 4, 2011. Ms. Bowers seconded the motion. All voting in favor.

Mr. Figgers will call to order the truck. An invoice will be sent to the Fiscal Officer. Since no financing is involved there will be no contract. The purchase of the vehicle was approved with the above motion.

Fire Pay – Ms. Bailey explained that when the fire pay was increased it was on a scale of \$9 - \$13. \$2.00 per hour was to be added to officers. Ms. Shanley reported that a new grid will be prepared with a line that states any officer will receive \$2.00 per hour increase over the matrix pay. This was voted upon in December 2010. A discussion was held regarding the pay rates with the officer pay. **Ms. Shanley moved that if an individual on the grid is appointed as an officer, the \$2.00 per hour is paid on top of the appropriate rate of pay from that grid at any time in the future. Ms. Bowers seconded the motion.** Mr. Thorne asked what amount of income the firefighters were making. There are several departments in the County where their people have reached a level where they are not considered volunteers. The IRS states that if they are making more than 20% of the fulltime rate, it is questionable whether they are volunteers. Ms. Bailey stated that the Township has already been questioned with regards to this. She has brought up the issue that the pay is getting too high for volunteers and is no longer considered volunteers. Mr. Macron stated we are hardest hit in the daytime staffing with the paramedics. Mr. Thorne explained that if they are no longer volunteers they are subject to time and a half pay. Ms. Bailey stated that there is one firefighter who had pay of over \$600 for the last pay period.

Ms. Bailey will be able to separate out the Fire Department pay by Fire and EMS as long as she is provided with the documentation of their levels. Ms. Shanley stated that Mr. Winter will not be ready this pay period as he has to make some changes in the Fire Programs but would like to implement it in this fourth quarter. By separating the pay in this manner it will help in qualifying for grants.

Financial Forecasting Dates – After discussion it was determined to have meetings November 7th at 1:00 p.m. for the Service Department funds and November 28th at 1:00 p.m. for the General Fund items. Ms. Schoonover will be invited when the Zoning is addressed.

Lafayette Express – Ms. Bowers explained to Mr. Thorne that Mark Albrecht is loaning the Lafayette Express to the Township for the Halloween party and our insurance company has agreed that we can cover that equipment for that day. Mr. Thorne does not see a problem with this.

Meeting adjourned at 12:55 p.m.

Approved: _____

Lynda Bowers, Trustee

Nanci Shanley, Trustee

Bryon Macron, Trustee

Shirley Bailey, Fiscal Officer