

RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

Held **November 4,** **2024**

Chair Kevin Cavener called the Regular Meeting of the Mifflin Township Board of Trustees to order at 10:00 a.m. with Vice Chair Richard Angelou, Trustee Jamie Leeseberg, Assistant Fiscal Officer Cynthia Lampkins, Fire Chief Brian Dunlevy, Human Resources Director Mindy Owens, Service Director Roger Boggs, IT Director Craig Main, Finance Specialist Rebecca Rousseau and Administrative Communications Coordinator Becky Swingle present. Police Chief David Briggs attended the meeting at 10:15 a.m. Fiscal Officer Kelly Cararo participated by phone.

TRUSTEES' COMMENTS:

Mr. Angelou reminded everyone that tomorrow is Election Day.

VISITORS' COMMENTS:

No visitors attended.

MINUTES:

Res. 206-24 Approve the meeting minutes of October 22, 2024, Regular Meeting.

Mr. Leeseberg moved to approve the meeting minutes of October 22, 2024, Regular Meeting with the following addition to the Trustees Comments: section, "Chair Cavener thanked Gahanna Mayor Jadwin, Police Chief Spence, and council members for inviting the trustees to the First Responders recognition event." Mr. Angelou seconded the motion. All voted yea. Motion carried.

CORRESPONDENCE:

There was no correspondence.

FINANCE:

Fiscal Officer Cararo said the 2023 reconciliation will be completed by November 8, 2024, and the 2024 reconciliation will be completed by December 4, 2024. She said the 2025 budget will be ready by December 1, 2024, after which meetings will be scheduled with the department heads.

The Board of Trustees provided its approval for Mr. Curtiss Williams, President/CEO of Central Ohio Community Improvement Corporation (COCIC), to conduct an appraisal of the township's seven-acre parcel, Parcel #: 191-000046-00, and a two acre-parcel, Parcel #: 191-000047-00. Upon receiving the appraisal, the Board agreed it will meet with Mr. Williams to determine if COCIC may include the parcels in a comprehensive development plan.

HUMAN RESOURCES:

There were no requests or updates.

SERVICE:

Mr. Boggs requested the approval of the replacement of the roof on the Service/Cemetery building by Kean Construction in the amount of \$31,500.

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Res. 207-24 Approve the replacement of the roof on the Service/Cemetery building (155 Olde Ridenour Road) by Kean Construction in the amount of \$31,500. The \$5,000 deductible is to be shared between the Service and General accounts. Funds are to be moved from the General account to the Cemetery account.

Mr. Leeseberg moved to approve the replacement of the roof on the Service/Cemetery building (155 Olde Ridenour Road) by Kean Construction in the amount of \$31,500. The \$5,000 deductible is to be shared between the Service and General accounts. Funds are to be moved from the General account to the Cemetery account. Mr. Angelou seconded the motion. All voted yea. Motion carried.

Mr. Boggs requested approval of the contract from the City of Columbus for road salt for the 2024-2025 season in an amount not to exceed \$8,898.40.

Res. 208-24 Approve the contract from the City of Columbus for road salt for the 2024-2025 season in an amount not to exceed \$8,898.40.

Mr. Leeseberg moved to approve the contract from the City of Columbus for road salt for the 2024-2025 season in an amount not to exceed \$8,898.40. Mr. Angelou seconded the motion. All voted yea. Motion carried.

Mr. Boggs said the cemetery space on the east side of Block 6 is being considered for cremation-only burials.

CODE ENFORCEMENT:

Mr. Boggs said he has been addressing complaints. He said the Clean-up Days went well.

POLICE:

There were no requests or updates.

FIRE:

Chief Dunlevy requested the approval of Firefighter Michael Diehl's retirement, effective December 7, 2024.

Res. 209-24 Approve the retirement of Firefighter Michael Diehl, effective December 7, 2024.

Chair Cavener moved to approve the retirement of Firefighter Michael Diehl, effective December 7, 2024. Mr. Leeseberg seconded the motion. All voted yea. Motion carried.

Chief Dunlevy requested the approval of Dispatcher Matt Ruthers' disability retirement, effectively retroactive to August 1, 2024.

Res. 210-24 Approve the disability retirement of Dispatcher Matt Ruthers, effectively retroactive to August 1, 2024.

Chair Cavener moved to approve the disability retirement of Dispatcher Matt Ruthers, effectively retroactive to August 1, 2024. Mr. Angelou seconded the motion. All voted yea. Motion carried.

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Chief Dunlevy requested an Executive Session at the end of today's meeting per ORC §121.22 (G) (2) Purpose: to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with §505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.

OPS Center:

Fire Chief Dunlevy said the department is caught up on inspections. He said the landscaping clean-up around the property is complete.

INFORMATION TECHNOLOGY:

Mr. Main requested approval to dispose of the old Mifflin-owned network devices.

Res. 211-24 Approve the disposal of the old Mifflin-owned network devices.

Chair Cavener moved to approve the disposal of the old Mifflin-owned network devices. Mr. Leeseberg seconded the motion. All voted yea. Motion carried.

Chair Cavener moved to go into Executive Session per ORC §121.22 (G) (2) Purpose: to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with §505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest. Mr. Angelou seconded the motion. All voted yea.

At 10:31 a.m., Trustees Cavener, Angelou, Leeseberg, Fiscal Officer Cararo (via phone), Assistant Fiscal Officer Cynthia Lampkins, Fire Chief Brian Dunlevy, Human Resources Director Mindy Owens, Service Director Roger Boggs, Police Chief David Briggs, Finance Specialist Rebecca Rousseau and Administrative Communications Coordinator Becky Swingle went into Executive Session.

At 11:02 a.m., Chair Cavener moved to come out of Executive Session. Mr. Angelou seconded the motion. All voted yea.

Chair Cavener moved to adjourn the meeting. Mr. Angelou seconded the motion. All voted yea. Motion carried. The meeting adjourned at 11:02 a.m.

Kevin J. Cavener, Chairperson

Richard J. Angelou, Vice Chairperson

Jamie D. Leeseberg, Trustee

Kelly Cararo, Fiscal Officer



MIFFLIN TOWNSHIP
Peace. Safety. Welfare.

TRUSTEES MEETING AGENDA
Monday, November 4, 2024, 10:00 a.m.
OPS Center
400 W Johnstown Rd
2nd Floor, EOC Conference Room B

1. Call Meeting to Order
2. Prayer and Pledge
3. Roll Call
4. Trustees' Comments
5. Visitors' Comments
6. Minutes
 - October 22, 2024, Regular Meeting Minutes
7. Correspondence
 - None
8. Finance
 - No requests
 - Updates
9. HR
 - No requests
10. Service
 - Request to approve the replacement of the roof on the Service/Cemetery building by Kean Construction in the amount of \$31,500.
 - Request to approve the contract from the City of Columbus for road salt for the 2024-2025 season in the amount not to exceed \$8,898.40.
 - Updates
11. Code Enforcement
 - Updates

12. Police

- No requests

13. Fire Division

- Request to approve the retirement of Firefighter Michael Diehl, effective December 7, 2024.
- Request to approve the disability retirement of Dispatcher Matt Ruthers, effective retroactive to August 1, 2024.
- Request an Executive Session per ORC §121.22 (G) (2) Purpose: to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with §505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.
- Updates

14. OPS Center

- No requests
- Updates

15. Information Technology

- Request to approve disposal of old Mifflin-owned network devices.
- Updates

16. Adjourn

Reminders:

1. November 11, 2024, Veterans Day – Holiday
2. November 19, 2024, Regular Trustees Meeting, OPS Center, 1:30 p.m.
3. November 21, 2024, FCEO/FCTA Annual Meeting, Villa Milano Banquet Center, Registration at 5:15 p.m.
4. January 29-31, 2025, 2025 OTA Winter Conference & Trade Show, GCCC, Registration is open



M E M O

DATE: 11/4/2024

TO: Mifflin township Trustees

FROM: Service Director – Roger Boggs

SUBJECT: Updates & Requests

Service Dept. Request

- Request to Approve the replacement of the roof on 155 Service/Cemetery building. We had a good bit of storm damage and filed a claim through PERSO. The deductible is \$5000.00. We have had an estimate from Kean Construction which will be the company to replace the roof. Total cost of the roof replacement will be \$31,500.00.
- Request to Accept the contract from the City of Columbus for Road Salt for the 2024-2025 Season.

Updates

- I am working on possibly making more grave space available for “cremations only” in Block 6 of Mifflin Cemetery.

Code Enforcement

Updates

- We had a complaint from a member of the Northeast Area Commission about a semi with trailer on Parkwood Ave. We have reached out to the property owner and tried to make contact with them to discuss the issue.

The Service Dept. is still actively tagging properties that are not in compliance and following up on all complaints that come in from our residents.



October 08, 2024

Attn: Mifflin Township, Franklin County
ROGER BOGGS boggsr@mifflin-oh.gov

RE: New Claim Acknowledgement
Member: Mifflin Township, Franklin County
Our Claim No.: C4665B2932-0001-01
Date of Loss: 04/17/2024
Claimant: Miffling Township, Franklin Co

The above captioned claim was received and has been assigned to Daria Esteen for handling. The claim representative may be contacted at (614)718-5802 or Daria.Esteen@sedgwick.com.

Sincerely,

Brad Tucker
Senior Manager Property & Casualty Claims

cc

WENDY FRENCH

Public Entity Risk Services of Ohio

6500 Taylor Rd.
Blacklick, OH 43004

Insured: Mifflin Township
Property: 155 Ridenour Road
Gahanna, OH 43230

Business: (614) 471-4494
E-mail: boggsr@mifflin-oh.gov

Claim Rep.: Daria Esteen
Business: 6500 Taylor Rd. Suite B
Blacklick/OH/43004

Business: (614) 718-5802
E-mail: Daria.Esteen@Sedgwick.com

Estimator: Sean Beckett
Company: Arrow Claim Services

Business: (216) 536-3408
E-mail: sbeckett@arrowclaim.com

Claim Number: C4665B2932-0001-01 **Policy Number:** MEMBER NO. 0637 **Type of Loss:** Hail

Date Contacted: 10/10/2024 3:40 PM
Date of Loss: 4/17/2024 12:00 AM
Date Inspected: 10/16/2024 10:00 AM

Date Received: 10/10/2024 12:05 PM
Date Entered: 10/18/2024 10:58 AM

Price List: OHCO8X_OCT24
Restoration/Service/Remodel
Estimate: MIFFLIN_TOWNSHIP_H_E

Public Entity Risk Services of Ohio

6500 Taylor Rd.
Blacklick, OH 43004

MIFFLIN_TOWNSHIP_H_E

Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Roof Replacment - Kean Construction Quote	1.00 EA	0.00	31,500.00	0.00	31,500.00
(Reflects allowance for roof replacement as quoted by Kean Construction. Amount includes all material, equipment, and labor involved.)					
Totals: Roof				0.00	31,500.00
Line Item Totals: MIFFLIN_TOWNSHIP_H_E				0.00	31,500.00

Public Entity Risk Services of Ohio

6500 Taylor Rd.
Blacklick, OH 43004

Summary for Township Office/Meeting Hall (SOV#9-1)

Line Item Total	31,500.00
Replacement Cost Value	\$31,500.00
Less Depreciation	(3,780.00)
Actual Cash Value	\$27,720.00
Less Deductible	(5,000.00)
Net Claim	\$22,720.00
Total Recoverable Depreciation	3,780.00
Net Claim if Depreciation is Recovered	\$26,500.00

Sean Beckett

Estimate

Kean Construction
Federal Tax Id # [46-4503938](#)
10416 Shipley
Johnstown Ohio 43031
Mobile Phone: [\(614\) 778-8741](#)
dalerkean@hotmail.com

Estimate Number: 155 Olde
Ridenour Road
Gahanna, OH 4
Estimate Date: 10/17/2024
Payment Terms: Payment 7 days
after invoice
date
Estimate Amount: 31,500.00
Created By: Dale Kean

Bill To
Mifflin Township

Ship To
Mifflin Township

Item #	Item Name	Quantity	Unit Price	Taxable	Total
2076	Roof Remove old shingles and install new dimensional shingles, new ice guard, new tar paper, new drip Edge, new boot flashings, new ridge vent, new copper, rough over center mass	1.00	31,500.00		31,500.00

Subtotal: \$ 31,500.00
Estimate Amount \$ 31,500.00

**PURCHASE CONTRACT BETWEEN
THE CITY OF COLUMBUS
AND
MIFFLIN TOWNSHIP
FOR
ROADWAY SALT
FOR
THE 2024-2025 SEASON**

This Contract for purchase of roadway salt is entered into by and between Mifflin Township (herein referred to as the “Buyer”), and the City of Columbus, Department of Public Service (herein referred to as the “City”).

WITNESSETH

WHEREAS, the Buyer has a need for roadway salt; and

WHEREAS, the City has the ability to sell roadway salt; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties.

1. Contract Term

The term of this Contract shall be from the date of execution by the City to April 15, 2025. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid by the Buyer to the City under the purchase order associated with this Contract shall not exceed \$8,898.40.

3. Pricing and Scope of Services

The City and the Buyer agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A***.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the City for services performed hereunder. The terms and conditions specified in this Contract constitute the entire agreement governing the purchase of services by the Buyer from the City, and shall supersede any terms and conditions which may accompany the City’s invoice. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from the Buyer.

4. Equal Opportunity Clause

The Buyer agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Buyer or a subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. City's Contract Administrator/Contract Administration

Chika Ezeonyebuchi, of the Department of Public Service, will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Buyer's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

CITY

Chika Ezeonyebuchi
Department of Public Service
Office of Support Services
111 N. Front Street, 4th Floor
Columbus, Ohio 43215
coezeonyebuchi@columbus.gov
(614) 645-6547

BUYER

Roger Boggs
Service/Cemetery Office
Mifflin Township
155 Old Ridenour Road
Gahanna, Ohio 43230
boggsr@mifflin-oh.gov
(614) 471-4494

6. Applicable Law, Remedies

This Contract shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the Buyer arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

7. Payment/Invoice Submittal

The City shall invoice the Buyer for the cost of roadway salt as set forth on Exhibit A. The invoice shall indicate the number of tons purchased, the cost per ton, and the date of pick up.

Invoices shall be sent to:

Roger Boggs
Mifflin Township
155 Old Ridenour Road
Gahanna, Ohio 43230

The Buyer shall make payment to the City within thirty (30) days of receipt of the invoice. Payment shall be made out to: Columbus – City Treasurer.

Payment shall be mailed to:

City of Columbus
Department of Public Service
Office of Support Services
111 N. Front Street, 4th Floor
Columbus, Ohio 43215
RE: 2024-2025 Salt Purchase Contract

8. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Buyer and approved by the appropriate City authorities.

9. Contract Termination

If either the City or the Buyer violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Buyer prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

10. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

11. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

12. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

13. Assignment

This Contract may not be assigned, subcontracted, or otherwise transferred to others by the Buyer without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Buyer.

14. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

15. Attachments

The following documents are hereby incorporated into and made part of this Contract:

- Exhibit A – Scope of Services

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

BUYER

CITY OF COLUMBUS

Roger Boggs
Service Director

Kelly Scocco
Director of Public Service

Date

Date

APPROVED AS TO FORM

Zachary M. Klein
Columbus City Attorney

Date

EXHIBIT A – SCOPE OF SERVICES

SECTION 1 – MAXIMUM TONAGE AND PRICE

The City may sell the Buyer up to a maximum of one hundred and forty (140) tons of roadway salt for the 2024-2025 winter at a price of \$63.56 per ton. The sale of the roadway salt is at the discretion of the City. The City reserves the right to limit the amount of salt purchased by the Buyer at any one time, based upon the City's operational need and weather conditions. The City is not obligated to sell the maximum amount of 140 tons.

SECTION 2 – ORDERING AND DELIVERY

The Buyer may place their order with the City during the term of the Contract. Contact Scott Lucas to arrange for pick up: 614-645-6325 (office) or 614-506-2544 (cell).

The City and the Buyer shall agree upon a pick up date, time, and location.

The Buyer is responsible for arranging for the pick up the salt. The City will not deliver it to the Buyer.



MIFFLIN TOWNSHIP

Brian P. Dunlevy
Fire Chief

Scott Davis
Assistant Fire Chief

BOARD OF TOWNSHIP TRUSTEES MEETING

November 4, 2024

Fire Division Requests:

Request to Approve Retirement of FF Diehl:

11042024-1. This is a request to accept and approve the retirement of Firefighter Michael Diehl, effective December 7th, 2024. FF Diehl has served with Mifflin for 24 years. We wish him the best and a happy retirement.

Request to Approve Disability Retirement of Dispatcher Ruthers:

11042024-2. This is a request to accept and approve a disability retirement of Dispatcher Matthew Ruthers effective retroactive August 1, 2024. Dispatcher Ruthers has served with Mifflin for 22 years. We wish him the best and a happy retirement.

Fire Division Update

- Meeting with Gahanna Schools to work on a Safety Response Plan
- Budgeting in progress
- Multiple building plan reviews in process
- Department physicals through this week.

Operations Center Update

- Working with the School on the TIF obligation for our property at 384 Johnstown Rd.

October 10, 2024

Chief Dunlevy,

This letter serves as notice of retirement and that my last day with Mifflin Township will be on December 7, 2024.

M.A.D.

Thank you,

A large, stylized handwritten signature in black ink, appearing to be the name of the sender.

-----Original Message-----

From: Christina Ruthers <cruthers99@gmail.com>

Sent: Monday, October 7, 2024 4:59 PM

To: Mindy Owens <owensm@mifflin-oh.gov>

Subject: Letter of resignation

CAUTION: This email originated from outside of the Mifflin Township domain. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Fire Chief Dunlevy,

I, Matt Ruthers, am officially resigning my position as a Fire Alarm Dispatcher for Mifflin Township Division of Fire effective 8/1/2024 due to physical disability.

Matthew A Ruthers

Sent from my iPhone



MIFFLIN TOWNSHIP

Craig Main
Public Safety Technology Director

BOARD OF TOWNSHIP TRUSTEES STAFF MEETING

November 4, 2024

Public Safety Technology Director

Request to dispose of the following Mifflin owned devices.

QTY	Device	SN	Make	Model
1	24 port network switch	CAT1025RLJD	Cisco	3750
1	48 port network switch	FOC1045Y30G	Cisco	3750G
1	Router	FTX1316A1UC	Cisco	3825
1	48 port network switch	FDO1120Y30U	Cisco	3750
1	Vidyo One Server	6361092614A313	Vidyo	
1	Unifi Network Switch	FCECDA424211	Unifi	48 port
1	Cisco ASA	JMX1133L06C	Cisco	5510
1	48 port network switch	FD01352X27W	Cisco	3750
1	48 port network switch	FD01217Y3U0	Cisco	3750
1	Unifi Network Switch	B4FBE41E9987	Unifi	48 port
1	24 port network switch	FDO1136X1JN	Cisco	3560