

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

The Springfield Township Board of Trustees held a meeting on Thursday, March 13, 2025 at 8:30 am at The Springfield Township Town Hall, 2459 Canfield Road, Akron, Ohio, 44312.

The meeting was called to order by Joe DiLauro.

**PLEDGE OF ALLEGIANCE**

Roll Call by Patty Price: Mr. DiLauro (here); Mrs. Chapman (here); Mr. Caudill (absent); Mr. Spickard (here).

**POLICE 041-25** Joe DiLauro: I move to appoint Officer John Simms to Full-time Sergeant effective March 17, 2025, with a rate of pay and probation as outlined in the current Full-time Sergeants Collective Bargaining Agreement. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**SWEARING IN CEREMONY**

**New Officer Daniel Beitzel and Promotion Sergeant John Simms**

**ADM 042-25** Joe DiLauro: I move to dispense with reading of the minutes and approve the minutes to date. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ADM 043-25** Joe DiLauro: I move to approve payment of bills and payroll as prepared by the fiscal officer, subject to audit. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ADM 044-25** Joe DiLauro: I move to acknowledge receipt of the Fiscal Officer's February 2025 Reports, subject to audit. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ADM 045-25** Joe DiLauro: I move to approve the Annual Appropriations for 2025 per the attached listing. Per ORC 5705.38C regarding Budgetary Control, appropriation measures shall be classified so as to set forth separately the amounts appropriated for each department. Our legal level of control is set as 'Personal Services' and 'Other' per each fund. The Fiscal Officer will certify

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

this and forward a copy of the Annual Appropriations to the Summit County Budget Committee by April 1, 2025. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ADM 046-25**      Joe DiLauro: I move to approve the Quote from CHI Corporation in the amount of \$4,862.00 for networking and wireless support activities and paid from Fund 1000-120-360. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ADM 047-25**      Joe DiLauro: I move to approve the payment for Legal Services rendered by Robert Konstand in the amount of \$4,500.00 and paid from fund line 1000-110-311-1009. Seconded by Kelly Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ADM 048-25**      Joe DiLauro: I move to approve the attached resolution of Release and Settlement Agreement between the Board of Trustees and Brian Ames in the amount of \$5,110.50 payable to Barry M. Ward Co., LPA and paid from fund line 1000-110-311-1009. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ADM 049-25**      Joe DiLauro: I move to accept the bid in the amount of \$214,959.00 From Marks Construction, Inc and enter into contract for the construction of the Sawyerwood Bioretention Improvements and paid from fund line 1000-610-730-2914. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FISCAL 050-25**      Joe DiLauro: I move to approve an advancement of \$50,000.00 to fund 2911 for the 2024 SAFER grant from fund line 1000-920-920-000. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FISCAL 051-25**      Joe DiLauro: I move to approve payment to OTARMA in the total amount of \$178,640.00. This is the 2025 annual premium for all insurance issues for Springfield Township. The payment to be split among the departments and be paid from fund line 1000-110-380 in the amount of \$48,190.70, fund line 2031-330-380 in the amount of \$28,342.14, fund line 2081-210-380 in the

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

amount of \$49,732.47, and fund line 2191-230-380 in the amount of \$52,374.69. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 052-25** Joe DiLauro: I move to remove Firefighter Jason Donaldson from his one-year probationary period and confirm his appointment to full-time status with the Springfield Township Fire Department, effective March 18, 2025. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 053-25** Joe DiLauro: I move to remove Firefighter Nick Nash from his one-year probationary period and confirm his appointment to full-time status with the Springfield Township Fire Department, effective March 18, 2025. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 054-25** Joe DiLauro: I move to remove Firefighter Bruce George Jr. from his one-year probationary period and confirm his appointment to full-time status with the Springfield Township Fire Department, effective March 18, 2025. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 055-25** Joe DiLauro: I move to remove Firefighter Brandon Beck from his one-year probationary period and confirm his appointment to full-time status with the Springfield Township Fire Department, effective March 18, 2025. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 056-25** Joe DiLauro: I move to authorize the appointment of David Phillips to the position of Part-Time Firefighter-Medic effective *March 17, 2025*, contingent on the satisfactory completion of the drug test required by the Springfield Township employee policy manual. The appointment will follow the terms and conditions of employment as outlined in the current Part-Time Firefighter collective bargaining agreement. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 057-25** Joe DiLauro: I move to authorize the appointment of Jordan Hite to the position of Part-Time Firefighter-Medic effective *March 17, 2025*, contingent on the satisfactory completion of the drug test required by the Springfield

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

Township employee policy manual. The appointment will follow the terms and conditions of employment as outlined in the current Part-Time Firefighter collective bargaining agreement. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 058-25** Joe DiLauro: I move to accept the resignation of Firefighter Seth Duckett, effective February 19, 2025, and to extend our appreciation for his service to the department. Seth has accepted a full-time position as a Firefighter-Medic in the Dayton area. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 059-25** Joe DiLauro: I move to accept the 2025 Equipment Grant from the Ohio Department of Commerce, Division of State Fire Marshal, in the amount of \$15,000.00 and authorize the Fire Chief (Brett Reinbolt) to execute any necessary documents to secure the funding. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**FIRE 060-25** Joe DiLauro: I move to authorize the appointment of Ryan McNamee to the position of full-time Firefighter-Medic effective March 17, 2025 with the Springfield Township Fire Department, contingent upon the successful completion of all pre-employment requirements, including the Ohio Police & Fire Pension Fund physical and any other necessary evaluations as outlined in the current Full-Time Firefighter collective bargaining agreement and Springfield Township employee policy manual. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ROAD 061-25** Joe DiLauro: I move to approve the purchase of one (1) 2025 Case 621G2 Loader from Southeastern Equipment Company in amount not to exceed \$216,656.94 with a trade in reduction of \$28,000.00 for (1) 2007 Case 621DXT for a payment of \$188,656.94 and paid from Fund Lines 2021-760-790 \$108,656.94 and 2031-760-790 \$80,000.00 and authorize the Administrative Assistant to the Board of Trustees (Ted Weinsheimer) to enter into the purchase agreement. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

- PARKS 062-25** Joe DiLauro: I move to accept an anonymous donation in the amount of \$4,464.00 for the purchase of a Softball Scoreboard to be installed at JEDD Park. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).
- PARKS 063-25** Joe DiLauro: I move to approve the proposal for contract services from Natural Heritage LLC for the Spartan Trail Clean Ohio Trail Management and Coordination and authorize the Administrative Assistant to the Board of Trustees (Ted Weinsheimer) to enter into the agreement in the amount not to exceed \$7500.00 and paid from fund 1000-610-790-2002. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).
- PARKS 064-25** Joe DiLauro: I move to approve the proposal for contract services from Environmental Design Group for the Final Construction Design of the Spartan Trail and authorize the Administrative Assistant to the Board of Trustees (Ted Weinsheimer) to enter into the agreement in the amount not to exceed \$74,780.00 and paid from fund 1000-610-790-2002. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).
- PARKS 065-25** Joe DiLauro: I move to approve the purchase from Daktronics, Inc for one (1) PanaView Softball Scoreboard in the amount not to exceed \$4,464.00 and paid from fund 1000-610-500-1021 and authorize the Administrative Assistant to the Board of Trustees (Ted Weinsheimer) to enter into the purchase agreement. This purchase has been made possible by an anonymous donation for the full purchase price. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).
- PARKS 066-25** Joe DiLauro: I move to approve the purchase from Beltz Lawn & Garden for one (1) 72 inch Wright ZXT Mower in the amount not to exceed \$17,403.75 and paid from fund 1000-610-740-1021 and authorize the Administrative Assistant to the Board of Trustees (Ted Weinsheimer) to enter into the purchase agreement. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

**POLICE 067-25** Joe DiLauro: I move to approve the purchase of a Detectives vehicle in the amount not to exceed \$15,000.00 and authorize the Chief of Police (Jack Simone) to execute any necessary documents to enter into a purchase agreement and to be paid from Line 2081-760-790. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ZONING 068-25** Joe DiLauro: The Board has received a report from the Zoning Administrator regarding conditions of refuse, junk, and other debris on the property of 2840 McElwain Road. Multiple notices have been given to the property owner to abate the condition, but the nuisance remains. Anyone present representing this property? No response.

Pursuant to O.R.C. 505.87 and Springfield Township Zoning Resolution Section 1.08, I move to declare the conditions at 2840 McElwain Road (parcel #5108682) to be a nuisance, that an order be issued to the property owner to abate the nuisance by removal of the junk and debris within 7 days; and failing that, this Board shall act to abate the nuisance by removal of all the items, with the total cost incurred for the abatement to be assessed as a lien against the parcel. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ZONING 069-25** Joe DiLauro: The Board has received a report from the Zoning Administrator regarding conditions of junk, building material, household items, vehicles parts, and disabled vehicles on the property of 3638 Albrecht Avenue. Multiple notices have been given to the property owner to abate the condition, but the nuisance remains. Anyone present representing this property? No response.

Pursuant to O.R.C. 505.87 and Springfield Township Zoning Resolution Section 1.08, I move to declare the conditions at 3638 Albrecht Avenue (parcel #5106318) to be a nuisance, that an order be issued to the property owner to abate the nuisance by removal of the items within 7 days; and failing that, this Board shall act to abate the nuisance by removal of all the items, with the total cost incurred for the abatement to be assessed as a lien

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

against the parcel. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ZONING 070-25** Joe DiLauro: The Board has received a report from the Zoning Administrator regarding the parking of a commercial vehicle on the property of 923 Abington Road. Proper multiple notices have been given to the property owner under Springfield Township's Zoning Resolutions to have the commercial truck removed from the property. Anyone present representing this property? No response.

Pursuant to Springfield Township's Zoning Resolution Section 11.04(F)(d) and Section 11.07(F)(2), I move to declare the property of 923 Abington Road (parcel #5104327) to be in violation; that an order be issued to the owner to remove the dump truck from the property and abide by all parking regulations in reference to commercial vehicles within 7 days; and failing that, this Board shall act to move forward with legal action. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ZONING 071-25** Joe DiLauro: I move to accept the resignation of Renita Meyers as an alternate member on the Board of Zoning Appeals effective 02/12/25. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ZONING 072-25** Joe DiLauro: I move to appoint James Romano to fill the open position as an alternate member on the Board of Zoning Appeals effective 03/14/25, with his term expiring on 12/31/25. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

**ZONING 073-25** Joe DiLauro: I move to acknowledge receipt of the Zoning Commissions recommendation for the Townships Riparian Setback Standards and instruct the Zoning Administrator to advertise for a Public Hearing on April 10, 2025, at 4 pm by the Board of Trustees. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
MARCH 13, 2025  
MINUTES**

---

**PUBLIC INPUT**

Tim Huffman: Will there be concerts on the lake this year? Joe DiLauro: Yes, schedule is being made up.

ADM 074-25      Joe DiLauro: I move to adjourn to executive session for the purpose of discussing the appointment, employment, dismissal, discipline, promotion, demotion, and compensation of a public employee to include the Board of Township Trustees. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes).

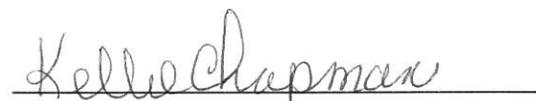
The Board went into Executive Session.  
The Regular Meeting resumed.

FIRE 075-25      Joe DiLauro: I move to remove Brett Reinbolt, Fire Chief, from probationary status effective March 17, 2025 and paid at the salary rate of \$47.16. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes)

ADM 076-25      Joe DiLauro: I move to approve a pay increase for Douglas Deitle, Assistant to the Fiscal Office effective March 17, 2025, and paid at the salary rate of \$37.00. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes)

ADM 077-25      Joe DiLauro: I move to adjourn. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes)

  
\_\_\_\_\_  
Joe DiLauro, Chairman

  
\_\_\_\_\_  
Kellie Chapman, Vice Chairman

Absent  
\_\_\_\_\_  
Jeremy Caudill, Trustee

  
\_\_\_\_\_  
Mike Spickard, Fiscal Officer

0323205botmin  
Minutes prepared by  
Patty Price, Secretary

**Springfield Township, Akron Ohio**  
 2025 Final Appropriations Approved by the Board of Trustees at a Regular  
 Meeting March 13, 2025. Board Resolution #

Fund	Department	Classification	Amount	Total
1000 General	Admin	Personal Services	\$ 831,314.41	
		Other	\$ 1,717,223.83	\$ 2,548,538.24
2011 Motor Vehicle License Tax	Road	Personal Services	\$ -	
		Other	\$ 32,000.00	\$ 32,000.00
2021 Gasoline Tax	Road	Personal Services	\$ 82,040.00	
		Other	\$ 232,000.00	\$ 314,040.00
2031 Road and Bridge	Road	Personal Services	\$ 420,759.93	
		Other	\$ 821,000.00	\$ 1,241,759.93
2081 Police District	Police	Personal Services	\$ 2,662,897.00	
		Other	\$ 758,166.57	\$ 3,421,063.57
2111 Fire District	Fire	Personal Services	\$ 1,473,883.05	
		Other	\$ 75,000.00	\$ 1,548,883.05
2181 Zoning	Admin	Personal Services	\$ 6,900.00	
		Other	\$ 72,000.00	\$ 78,900.00
2191 Special Levy EMS	Fire	Personal Services	\$ 251,002.71	
		Other	\$ 374,904.10	\$ 625,906.81
2221 Drug Law Enforcement	Police	Personal Services	\$ -	
		Other	\$ -	\$ -
2231 Permissive Motor Vehicle	Road	Personal Services	\$ -	
		Other	\$ 325,550.00	\$ 325,550.00
2272 Coronavirus Relief Fund-Local		Personal Services	\$ -	
		Other	\$ -	\$ -
2274 American Rescue Plan-Local		Personal Services	\$ -	
		Other	\$ -	\$ -
2281 Ambulance & EMS	Fire	Personal Services	\$ 228,134.00	
		Other	\$ 485,805.00	\$ 713,939.00
2901 Misc Sr Ctr Nutrition	Sr Center	Personal Services	\$ 36,228.27	
		Other	\$ 39,000.00	\$ 75,228.27
2902 Misc Special Senior Center	Sr Center	Personal Services	\$ 19,206.50	
		Other	\$ 43,000.00	\$ 62,206.50
2904 DUI Fund	Police	Personal Services	\$ -	
		Other	\$ -	\$ -
2905 Misc Juvenile Grant	Police	Personal Services	\$ -	
		Other	\$ 15,000.00	\$ 15,000.00
2909 Misc Special Community Center	Sr Center	Personal Services	\$ -	
		Other	\$ 42,534.99	\$ 42,534.99
2911 2024 SAFER Grant	Fire	Personal Services	\$ 651,059.80	
		Other	\$ 17,200.00	\$ 668,259.80
2913 SWSWMA Grant	Parks	Personal Services	\$ -	
		Other	\$ 15,299.53	\$ 15,299.53
2914 Misc Spec ODNR Grant	Parks	Personal Services	\$ -	
		Other	\$ -	\$ -
2918 Misc Spec Schrop Trail Grant	Parks	Personal Services	\$ -	
		Other	\$ 1,754.16	\$ 1,754.16
2921 Spartan Walking Trail Grant	Parks	Personal Services	\$ -	
		Other	\$ -	\$ -
2923 Flood Mit 100% Grant	Road	Personal Services	\$ -	
		Other	\$ -	\$ -
2924 Health Care Plan Reserve Fund	Admin	Personal Services	\$ -	
		Other	\$ 25,000.00	\$ 25,000.00
2925 COVID-19 CARES Act	Fire	Personal Services	\$ -	
		Other	\$ -	\$ -
2926 One Ohio Opioid Settlement		Personal Services	\$ 10,000.00	
		Other	\$ 22,779.27	\$ 32,779.27
9001 Agency Escrow	Cable	Personal Services	\$ -	
		Other	\$ -	\$ -
<b>Grand Total</b>			<b>\$ 11,788,643.12</b>	

**RESOLUTION NO. 048-25**  
*Approval of Release and Settlement Agreement*

*Springfield Township, Summit County, Ohio*

**Background and Introduction**

The Board has for its consideration a proposed Release and Settlement Agreement. The proposed Agreement is the product of negotiation between the Board of Trustees and Brian Ames. The parties have been represented by their respective legal counsel in this negotiation process, and the Board's legal representation has included counsel retained through the Township's insurer, the Ohio Township Association Risk Management Authority ("OTARMA").

The terms of the proposed Agreement stem from a divergent position of the parties. Mr. Ames has complained that the Board violated Ohio's Open Meetings Act ("OMA"), codified at Section 121.22 of the Ohio Revised Code, alleging the Board's rule for notification of meetings was insufficient to comply with R.C. §121.22(F) and that the Board failed to prepare meeting minutes following its "work sessions" under R.C. §121.22(C). The Board disagrees that any violations of the OMA were committed, but the parties wish to settle and forever resolve all outstanding matters between them, making a full and complete compromise, without any admission by any of the parties.

The settlement represented by the proposed Agreement calls for a total payment from Springfield Township in the amount of Five Thousand One Hundred Ten Dollars and Fifty Cents (\$5,110.50) (the "Settlement Payment"), which includes Three Hundred Sixty Dollars and Fifty Cents (\$360.50) to be attributed to court costs, One Thousand Dollars (\$1000.00) to be attributed as and for civil forfeiture, and Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) to be attributed to attorneys' fees. This Settlement Payment to resolve all matters has been recommended by OTARMA's retained legal counsel.

**The Resolution**

**Be It resolved** by the Township Trustees of Springfield Township

**WHEREAS**, Brian Ames (“Mr. Ames”) is a citizen of Ohio who filed a complaint in the Court of Common Pleas for Summit County, captioned *State of Ohio ex rel. Brian Ames v. Springfield Township Board of Trustees* (Case No. CV-2024-11-5160), against Springfield Township seeking an injunction and other relief alleging that, among other things, the Board of Trustees did not comply with Section 121.22 of the Ohio Revised Code in regard to meeting minute procedures and notice of meetings (the “Litigation”); and

**WHEREAS**, there has been a desire to settle and forever resolve all competing matters between the parties on the terms and conditions set forth in a written Release and Settlement Agreement; and

**WHEREAS**, it is deemed advisable to resolve all issues relating to Mr. Ames’ claims amicably and in a timely manner, avoiding further expense and delay associated with investigations and litigation and conclusively ending any uncertainty relating to the disputed and opposing positions.

**NOW, THEREFORE**, it is hereby Resolved as follows:

1. The terms and conditions of the Release and Settlement Agreement attached hereto, marked as Exhibit “A,” and incorporated herein by reference, are approved and adopted.

Motion made by Trustee Joe DiLauro made seconded by Trustee Kellie Chapman Thereupon, the votes in favor of this Resolution were recorded and reflected by the signatures hereto.

**BE IT FURTHER RESOLVED:** that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

*Adopted the 13<sup>th</sup> day of March, 2025.*

  
\_\_\_\_\_  
*Joe DiLauro-Trustee*

  
\_\_\_\_\_  
*Kellie Chapman-Trustee*

ABSENT  
\_\_\_\_\_  
*Jeremy Caudill-Trustee*

Attest:   
\_\_\_\_\_  
*Township Fiscal Officer*

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 4th day of March, 2025, by and between the **Springfield Township Board of Trustees** ("defendant" or "the Board") and **Brian Ames** ("Plaintiff") (Plaintiff and Defendant collectively, the "Parties").

WHEREAS, Plaintiff is a citizen of Ohio who filed a complaint in the Court of Common Pleas for Summit County, captioned *State of Ohio ex rel. Brian Ames v. Springfield Township Board of Trustees* (Case No. CV-2024-11-5160), against the Defendant seeking an injunction and other relief alleging that, among other things, the Board did not comply with Section 121.22 of the Ohio Revised Code in regard to meeting minute procedures, executive sessions, and voting (the "Litigation");

WHEREAS, Plaintiff and Defendant for sound reasons and to avoid further costs, desire to resolve fully and finally Plaintiff's claims and any and all differences and claims that might otherwise arise out of the facts and circumstances alleged in the Litigation, without making an admission of liability on the part of any Party, which liability is expressly denied; and

WHEREAS, the Board is a body politic and corporate, capable of suing and being sued, contracting and being contracted with pursuant to Ohio Revised Code §503.01.

NOW, THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. **Payment and Terms.** In consideration for the promises Plaintiff has made in this Agreement:

a. The Board agrees to cause payment to be made to Plaintiff in the amount of Three Hundred Sixty Dollars and Fifty Cents (\$360.50) to be attributed to court costs, One Thousand Dollars (\$1000.00) to be attributed as and for civil forfeiture, and Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) to be attributed to attorneys' fees, all together totaling the full settlement amount of Five Thousand One Hundred Ten Dollars and Fifty Cents (\$5,110.50) (the "Settlement Payment"), in full and final satisfaction of the Litigation and any and all claims asserted by Plaintiff, including but not limited to any other allegations, claims and defenses whether known or unknown that could have been asserted by Plaintiff, arising out of the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement. The Settlement Payment shall be made payable to "Barry M. Ward Co., LPA" and mailed to 304 N. Cleveland-Massillon Road, Akron, Ohio 44333 within twenty-one (21) days of the Board approving the fully executed Agreement; and

b. Pursuant to its obligations under Ohio Revised Code Section 121.22, the Board agrees to keep full and accurate minutes of all of its meetings in accordance with Ohio Revised Code Section 121.22, and to amend its meeting notification rule to notify the public that

any person, upon request and payment of a reasonable fee, may obtain reasonable advanced notification of all meetings at which any specific type of public business is to be discussed.

2. **Court Costs and Attorneys' Fees.** Except for the Settlement Payment detailed in Paragraph 1 above, the Parties are responsible for and will bear their respective attorneys' fees and court costs in connection with the Litigation.

3. **Dismissal of Litigation.** Within three (3) business days of Plaintiff's receipt of the Settlement Payment, Plaintiff shall file a *Voluntary Dismissal with Prejudice* with the court pertaining to the Litigation. At that point, the Litigation shall be deemed settled, and Plaintiff shall discontinue all claims regarding, relating to, or arising out of the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, and shall discontinue all public records requests and any other claims arising from the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement.

4. **Release of Claims.** By this Agreement, Plaintiff and for his heirs, personal representatives, assigns, successors, attorneys, and agents, hereby forever releases, holds harmless, discharges and acquits **Springfield Township** (including its elected and appointed officials in their individual and official capacities), the Ohio Township Association Risk Management Authority (OTARMA), Sedgwick Claims Management Services, Inc., and Public Entity Risk Services of Ohio (PERSO), together with their employees, volunteers, employers, principals, agents, insurers, attorneys, officers, directors, predecessors, subsidiaries, affiliates, successors, and assigns (collectively referred to herein as the "Releasees"), (hereinafter collectively referred to as "the Released Parties"), from any and all claims and demands, past, present or future, known or unknown, and all manner of action and actions, causes of action, suits, administrative proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, executions, warranties, claims and demands whatsoever, in law or in equity, that Plaintiff ever had or now has or in the future may have by reason of any and all claims that were actually asserted, or that might have been asserted or could have been asserted, by him in connection with the facts and circumstances alleged in the Litigation, including, but not limited to, all claims for public records requests, claims arising under R.C. 121.22, *et. seq.* and R.C. 149.43, *et. seq.*, any and all claims for spoliation, payments (statutory or otherwise), interest, lost profits, consequential damages, attorneys' fees, and punitive damages.

It is the intention of the Parties that this Agreement shall be a full, complete and final release settling all disputes arising from or relating to the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, and severing all relationships, rights, liabilities, obligations and duties of Defendant with respect to Plaintiff regarding all claims, demands, actions, obligations, damages, costs, liens, causes of action and/or liabilities of any kind or nature whatsoever whether known or unknown, direct or indirect, foreseen or unforeseen, which have been raised or could have been raised in connection with all claims and allegations arising from or relating to the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, except as expressly excluded or reserved herein.

The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the released claims, and they expressly agree to assume the risk of possible discovery of additional or different facts, and further agree that the Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

5. **No Admission of Wrongdoing.** It is agreed and understood by the Parties that the execution of this Agreement by any Party does not constitute an admission of any fault or liability whatsoever by any of the Parties hereto with respect to any of the claims that were made or could have been made in connection with the Litigation.

Except for the limited purpose of enforcing the Parties' contractual rights and obligations under this Agreement, this Agreement, and any negotiations or proceedings relating to it, shall not be described as, construed as, used, offered or received against any Party as an admission, or as evidence of an admission: (a) of the merits or lack thereof of the claims or defenses asserted by either Party; (b) of any liability, negligence, fault, breach of duty, wrongful act, misrepresentation or omission, violation of any law or statute of any jurisdiction, or wrongdoing of or by either Party; or (c) that either Party or any other person or entity has in fact suffered any damage, or that either Party is liable to the other or to any person or entity for any reason. This Agreement merely constitutes a compromise and settlement of disputed claims.

Pursuant to Ohio Rule of Evidence 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Agreement.

6. **Interpretation.** The Parties agree that they have fully negotiated the terms of this Agreement and that its terms, provisions, and conditions shall not be interpreted or construed against either Party.

7. **Governing Law; Jurisdiction.** This Agreement may only be enforced in the Summit County Court of Common Pleas in Ohio. In addition, this Agreement shall only be construed according to the laws of the State of Ohio.

8. **Effect of Agreement.** This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that is instituted, prosecuted or attempted in breach of this Agreement. In the event of any litigation, including any appeals, in connection with the breach, enforcement, or interpretation of this Agreement, including, without limitation, any action seeking declaratory relief, equitable relief, injunctive relief, or any other action at law for damages, the prevailing party shall recover all reasonable attorney fees and costs incurred in connection therewith.

9. **Waiver.** The failure or delay of any Party in exercising their rights under this Agreement in any instance shall not constitute a waiver or estoppel as to such rights in that, or any other, instance. Any Party shall not be deemed to have waived any rights under this Agreement except by a writing signed by that Party.

10. **Validity.** If any provision or portion of a provision of this Agreement is declared null and void or unenforceable by a court or tribunal having jurisdiction, the validity of the remaining parts, terms, or provisions of the Agreement shall not be affected thereby and such illegal or invalid part, term, or provision shall be deemed not to be part of the Agreement.

11. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties and supersedes any prior oral or written agreements or understandings between them regarding its subject matter. The Parties acknowledge that they have not relied on any promises, or agreements of any kind made to the other in connection with their respective decisions to make this Agreement, except for those set forth in this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS PROVISIONS. THEY FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOOSING AND DECLARE AND ACKNOWLEDGE THAT NO PROMISES OR AGREEMENTS NOT HEREBY EXPRESSED OR CONTAINED HEREIN HAVE BEEN MADE TO THEM, AND THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE PARTIES FURTHER UNDERSTAND THAT ONCE THEY SIGN BELOW, THIS DOCUMENT WILL BECOME A LEGALLY ENFORCEABLE AGREEMENT UNDER WHICH THEY WILL BE GIVING UP RIGHTS AND CLAIMS THEY MAY HAVE, ON THE TERMS STATED IN THIS AGREEMENT. THE PARTIES AFFIRM THAT THEY ARE SIGNING THIS AGREEMENT OF THEIR OWN FREE AND VOLUNTARY WILL.

This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall constitute an original, but all of which taken together shall constitute only one Agreement.

IN WITNESS WHEREOF, the aforesaid Parties have caused this full and final Settlement Agreement and Release to be executed as of the day and year first above written.

Brian Ames,

By:   
Plaintiff

March 4, 2025  
Date

Springfield Township  
Board of Trustees

By: 

3/13/25  
Date

---

SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR AND  
ORGANIZATIONAL MEETING  
DECEMBER 30, 2024

---

Appropriations to the Summit County Budget Committee for recording pending Permanent Appropriations for 2025 to be filed by April 1, 2025. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

ADM 320-24      Joe DiLauro: I move to approve the Wage Schedule for the Non-Bargaining employees per the attached (Exhibit "A") Effective January 6, 2025. Seconded by Jeremy Caudill. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

ADM 321-245      **Joe DiLauro: I move to start the process of rescinding our Riparian/Wetland setback standards and to follow the Summit County standards. Seconded by Jeremy Caudill. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).**

POLICE/  
FIRE 322-24      Joe DiLauro: I move to approve payment in the total amount of \$339,830.00 to South Summit Council of Governments for 2025 Police and Fire dispatching services. Payment to be made in 4 quarterly installments of \$84,957.50, paid from fund Line #2081 210-360-1017 in the amount of \$52,587.50, and fund Line # 2281-230-360-1017, in the amount of \$32,370. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR AND  
ORGANIZATIONAL MEETING  
DECEMBER 30, 2024**

---

**Section 24**      The Board authorizes the Administrative Assistant to the Board of Trustee's to close Canfield Road/Boat Launch when necessary for public events on the lake front.

**ADM 004-25**      Joe DiLauro: I move to adjourn. Seconded by Jeremy Caudill. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

  
\_\_\_\_\_  
**Joe DiLauro, Chairman**

  
\_\_\_\_\_  
**Kellie Chapman, Vice Chairman**

  
\_\_\_\_\_  
**Jeremy Caudill, Trustee**

  
\_\_\_\_\_  
**Mike Spickard, Fiscal Officer**

Minutes prepared by  
Patty Price, Secretary  
12302024organizationalmeeting1

February 28, 2025  
Debra Grow  
Township Zoning Administrator  
Springfield Township  
2459 Canfield Road  
Akron, OH 44312  
**Re: Riparian Setback Standards**

Dear Ms. Grow:

The purpose of a review by a County or Regional Planning Commission, of proposed Township zoning text amendment as required by Section 519.12 of the Ohio Revised Code, is to assist the Township Zoning Commission by providing it with recommendations based on expert opinion, and/or planning and development considerations that often extend beyond township boundaries and which might not be obvious from the local point of view. It is not the function or the intent of the County of Summit Planning Commission to dictate local policies or to regulate the decisions of local governing bodies. It is in the spirit of assistance and advice that the Summit County Planning Commission will consider the proposed zoning text amendment that was submitted for review.

The Summit County Planning Commission took action at its last meeting held on February 27, 2025. The actions concerned the Springfield Township Zoning Commission proposal that the Springfield Township Zoning Resolution be revised to replace the township's existing Riparian Setback Standards with Summit County Codified Ordinance Chapter 937 Riparian Setbacks, and have these regulations enforced by the County of Summit.

**RECOMMENDATION:** Staff recommended to the County of Summit Planning Commission that the requested text amendments be **APPROVED**.

**ACTION:** After proper review and due consideration, the Summit County Planning Commission recommended that the proposed text amendment, be **APPROVED** with due consideration to staff and agency comments.

Respectfully submitted,

*James J. Taylor*

James J. Taylor  
GIS Applications Specialist  
County of Summit Department of Community and Economic Development

APPLICATION FOR TOWNSHIP ZONING AMENDMENT  
SPRINGFIELD TOWNSHIP ZONING COMMISSION

Application No. 01-2025

Filed 1-10-25

ZONING COMMISSION  
SPRINGFIELD TOWNSHIP  
2459 CANFIELD RD.  
AKRON, OHIO 44312

Applicant Springfield Township Trustees Phone 330-794-1739

Mailing Address 2459 Canfield Rd, Akron, Ohio, 44312

Owner(s) of premises affected Springfield Township Phone \_\_\_\_\_

Mailing Address of Owner \_\_\_\_\_

Lessee of premises affected \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address of Lessee \_\_\_\_\_

.....  
To the Township Zoning Commission and Township Board of Trustees:

I hereby make application and request the Township Zoning Commission to consider and petition Township Trustees to amend the Zoning Resolution as hereinafter requested this

10th day of January, 20 25

Premises affected Springfield Township  
(Address)

From: \_\_\_\_\_  
(Existing Zoning District)

To: \_\_\_\_\_  
(Zoning District Requested)

Signature: BOT motion attached

**NOTE:** An accurate legal description of the property proposed for rezoning must also be submitted with this application.



In 2022, Springfield Township presented new riparian setback standards to the Summit County Planning Commission because the Township wanted to further protect the sensitive Riparian areas in the Township. The Trustees approved the new standards on 09/06/23.

After over a year of these standards being in effect, the Trustees, our Zoning Administrator, and our legal counsel agree that although the stricter standards may be in the best interest of our Riparian areas, enforcement of the stricter standards has proven to be more of a burden than our Township resources can take on and the Township would like to adopt the Riparian setback standards of Summit County for enforcement by Summit County rather than Springfield Township.

---

SPRINGFIELD TOWNSHIP  
ZONING COMMISSION  
MARCH 5, 2025  
MINUTES

---

The Springfield Township Zoning Commission held a Public Meeting Wednesday, March 5, 2025 at 5:30 p.m. at the Springfields Township Town Hall.

**CALL TO ORDER**

By Gary Older

**ROLL CALL**

By Patty Price, Secretary

Board members in attendance were: Gerard Michael, Tracy Cunningham, Gary Older. Jeremiah Mock and Nancy Dotson were absent. Dalton Lott, Alternate and Elizabeth Pence, Alternate was present. Also present was Debra Grow, Zoning Administrator, and Patty Price, Secretary.

**PUBLIC HEARING**

**APPLICATION**

Application 01-2025 – Springfield Township Trustees are recommending replacing the Township Riparian Setback Standards with the riparian setback standards of Summit County since the stricter standards have proven to be more of a Burden than Township resources can take on.

Debra Grow, Zoning Administrator was present representing the Trustees, Kellie Chapman, Joe DiLauro, and Jeremy Caudill.

In 2022, Springfield Township presented new riparian setback standards to the Summit County Planning Commission because the Township wanted to further protect the sensitive Riparian areas in the Township. The Trustees approved the new standards on 09/06/2023.

After over a year of these standards being in effect, the Trustees, our Zoning Administrator and our legal counsel agreed that although the stricter standards may be in the best interest of our Riparian areas,

---

SPRINGFIELD TOWNSHIP  
ZONING COMMISSION  
MARCH 5, 2025  
MINUTES

---

enforcement of the stricter standards has proven to be more of a burden than our Township resources can take on and the Township would like to adopt the Riparian setback standards of Summit County for the enforcement by the Summit County rather than Springfield Township.

This will be repealing our Riparian setback standards and going with Summit County.

The word "riparian" means "stream-side" and refers to land that runs along side streams and rivers. Riparian areas help to stabilize stream banks, limit erosion, reduce flooding, and filter out pollutants in stormwater runoff.

Wetlands are the link between the land and the water. They are transition zones where the flow of water, the cycling of nutrients, and the energy of the sun meet to produce a unique ecosystem. Wetlands provide habitat for thousands of species of aquatic and terrestrial plants and animals.

Gary Older: Very nice presentation.

**MOTION**

Tracy Cunningham: I make a motion to approve repealing the Township Riparian Setback Standards with the riparian setback standards of Summit County since the stricter standards have proven to be more of a Burden than Township resources can take on. Seconded by Gary Older . Roll Call: Gerard Michael (yes); Tracy Cunningham (yes); Gary Older (yes); Dalton Lott (yes); Elizabeth Pence (yes).

Gary Older: The application to approve repealing the Township Riparian Setback Standards with the riparian setback standards of Summit County has been approved.

---

SPRINGFIELD TOWNSHIP  
ZONING COMMISSION  
MARCH 5, 2025  
MINUTES

---

**NOMINATION OF NEW CHAIRMAN AND VICE CHAIRMAN**

**Tracy Cunningham: I nominate Gary Older as the Chairman for 2025. Seconded by Elizabeth Pence. Roll Call: Gerard Michael (yes); Tracy Cunningham (yes); Gary Older (yes); Dalton Lott (yes); Elizabeth Pence (yes).**

**Tracy Cunningham : I nominate Gerard Michael as the Vice Chairman for 2025. Seconded by Elizabeth Pence. Roll Call: Gerard Michael (yes); Tracy Cunningham (yes); Gary Older (yes); Dalton Lott (yes); Elizabeth Pence (yes).**

**ADJOURN**

**Jerry Michael: I move to adjourn. Seconded by Tracy Cunningham. Roll Call: Gerard Michael (yes); Tracy Cunningham (yes); Gary Older (yes); Dalton Lott (yes); Elizabeth Pence (yes).**

---

**Gary Older, Chairman**

**Patty Price, Secretary**

**03052025zcmna**

