

Canfield, Ohio
December 15, 2008

The Board of Park Commissioners of Mill Creek MetroParks met in Regular Session on Monday, December 15, 2008, 3:00 p.m., with members M. Virginia Dailey and Rick Shale present. Carl Nunziato was not present when the meeting started.

Dr. Shale moved the Minutes of the Meetings of November 17, 2008, be approved. The motion was seconded by Ms. Dailey and passed.

Dave Christy, Treasurer, presented the Treasurer's Report. Dr. Shale moved, the funds having been certified as on hand and duly appropriated, that disbursements #45503 through #45721 be approved.

The motion was seconded by Ms. Dailey and the vote taken resulted as follows:

Voting Aye: Dailey, Shale
Voting Nay: None

Dr. Shale further moved that the following appropriation reductions be approved:

Capital Projects Fund:
Calvary Run \$105,144.00

The motion was seconded by Ms. Dailey and the vote taken resulted as follows:

Voting Aye: Dailey, Shale
Voting Nay: None

Dr. Shale further moved that the following cash advances be approved:

Due to timing of payments and reimbursements, the Capital Project Fund - Slippery Rock Bridge may end the year with a negative cash position. To comply with the Ohio Revised Code, all funds must have a positive cash position. To alleviate this problem, I am requesting a cash advance in the amount of \$22,000.00 from the Replacement Reserve Fund to the Slippery Rock Bridge Fund. This advance will be repaid to the Replacement Reserve Fund when receipts are received in 2009.

The motion was seconded by Ms. Dailey and the vote taken resulted as follows:

Voting Aye: Dailey, Shale
Voting Nay: None

Due to the above changes, the total appropriations by fund are:

General Fund	\$11,322,871.40		
Special Revenue Funds:			
Replacement Reserve Fund		619,139.07	
Law Enforce. Asst. Fund		4,000.00	
Total Spec. Rev. Funds		\$ 623,139.07	
Capital Project Funds:			
FEMA-Cohasset Retaining Wall	107,571.85		
Suspension Bridge	106,332.38		
Calvary Run Culvert	19,660.00		
Slippery Rock Bridge	340,000.00		
Total Capital Proj. Funds		\$	573,564.23
Total All Funds	\$12,519,574.70		

Mr. Nunziato arrived for the meeting at 3:06 p.m.

Dr. Shale moved the Board meet in Executive Session for the purpose of discussing real estate issues: 1. proposed donation of land; and, 2. Everflow Eastern - Bikeway Agreement; and for discussing personnel issues: 1. budget and calendar, and, 2. Executive Director.

For Executive Session: Dailey, Nunziato, Shale
Against Executive Session: None

The motion was seconded by Mr. Nunziato and passed, and the Board met in Executive Session at 3:06 p.m.

The Board returned from the Executive Session at 3:55 p.m.

Mr. Nunziato commented on the present economic situation of the country. He noted that we should take into consideration the amount of foreclosures and tax collections, and how it could cause a detrimental effect on MetroPark income. He urged building in contingencies to the budget to protect the employees and the integrity of MetroPark programs and activities.

Dave Christy presented the 2009 Temporary Budget, and Dr. Shale moved that it be adopted for the first quarter of 2009:

Mill Creek Metropolitan Park District
TEMPORARY BUDGET
January 1 through March 31, 2009

General Fund	Temporary Appropriations	
General Expense	\$	685,000.00
Park Operations		1,745,000.00
Capital Expenditures		250,000.00
Total General Fund		\$2,680,000.00

Total Temporary Budget \$2,680,000.00

Mr. Nunziato seconded the motion and the Temporary Budget was approved, the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale
Voting Nay: None

Dave Christy presented the following wage rates for part-time and seasonal wages, and Ms. Dailey moved that they be approved effective January 5, 2009:

2009
SEASONAL, PART-TIME AND INTERN RATES
Effective January 5, 2009

Seasonal I -- \$7.40/Hour
This classification is the first year rate for office clerks, checkers, Wick Court Area attendants, janitors, open pavilion caretakers, boating attendants, cashiers, laborers, caretakers at recreation areas, Lanterman's Mill attendants or others so designated by the Executive Director.

Seasonal II -- \$7.60/Hour
This classification is the first year rate for utility person, scooter operator, ranger, truck drivers. This is the second year rate for jobs listed under Seasonal I or others so designated by the Executive Director.

Seasonal III -- \$7.85/Hour

This classification is the first year rate for semi-skilled seasonal laborers or others so designated by the Executive Director. It is the second year rate for jobs listed under Seasonal II. It is the third year rate for jobs listed under Seasonal I.

Seasonal IV -- \$8.15/Hour

This classification is the second year rate for jobs listed under Seasonal III. It is the third year rate for jobs listed under Seasonal II.

Seasonal V -- \$8.50/Hour

This classification is the first year rate for seasonal supervisors and third year rate for semi-skilled seasonal laborers or others so designated by the Executive Director.

Seasonal VI -- \$8.75/Hour

This classification is the second year rate for seasonal supervisors or others so designated by the Executive Director.

Seasonal VII -- \$9.05/Hour

This classification is the third year rate for seasonal supervisors or others so designated by the Executive Director.

PART-TIME EMPLOYEES -- HOURLY

(Except Police Officers)

Effective January 5, 2009

Part-Time I -- \$7.40/Hour

This is the first year rate for attendants at the Ford Nature Education Center, Pioneer Pavilion, Yellow Creek Park and other Park District facilities or others so designated by the Executive Director.

Part-Time II -- \$7.60/Hour

This is the second year rate for attendants at the Ford Nature Education Center, Pioneer Pavilion, Yellow Creek Park and other Park District facilities or others so designated by the Executive Director.

Part-Time III -- \$7.85/Hour

This is the third year rate for attendants at the Ford Nature Education Center, Pioneer Pavilion, Yellow Creek Park and other Park District facilities or others so designated by the Executive Director.

Part-Time IV -- \$8.65/Hour

This is the first year rate for part-time Naturalists, part-time supervisors, part-time custodians, part-time rangers, part-time Farm Technicians, part-time guest services (EVC) or others so designated by the Executive Director.

Part-Time V -- \$9.25/Hour

This is the second year rate for part-time Naturalists, part-time supervisors, part-time custodians, part-time rangers, part-time Farm Technicians, part-time guest services (EVC) or others so designated by the Executive Director.

Part-Time VI -- \$9.80/Hour

This is the first year rate for Mill Managers, Graphic Specialists, Educators, and Police Dispatchers or others so designated by the Executive Director. This is the third year rate for part-time Naturalists, part-time supervisors, part-time custodians, part-time rangers, part-time Farm Technicians, part-time guest services (EVC) or others so designated by the Executive Director.

Part-Time VII -- \$10.30/Hour

This is the second year rate for Mill Managers, Graphic Specialists, Educators, and Police Dispatchers or others so designated by the Executive Director. This is the fourth year rate for part-time Naturalists, part-time supervisors, part-time Farm technicians, part-time guest services (EVC) or others so designated by the Executive

Director.

Part-Time VIII -- \$10.80/Hour

This is the third year rate for Mill Managers, Graphic Specialists, Educators, Police Dispatchers or others so designated by the Executive Director.

Part-Time IX -- \$11.30/Hour

This is the fourth year rate for Mill Managers, Graphic Specialists, Educators, Police Dispatchers or others so designated by the Executive Director.

Part-Time X -- \$11.90/Hour

This is the rate for Mill Managers, Graphics Specialists, Educators, Police Dispatchers or others so designated by the Executive Director that have at least 10 years of service, with recommendation of Department Director and Executive Director.

Part-time employees with at least 10 years of service are eligible to be advanced one additional step upon recommendation of Department Director and approval of Executive Director.

Dependent upon experience, new employees may be started at a rate higher than the first year rate with approval of the Executive Director.

INTERN RATES

Effective January 5, 2009

Student Intern (College) -- \$10.00/Hour

Employees hired in the above classification will be paid time and one/half for hours worked over eight (8) per day and/or over forty (40) per week. In addition, they will also be paid time and one/half for hours worked on a holiday.

PART-TIME EMPLOYEES -- CONTRACT EMPLOYEES - SALARIED

Golf Pro As Negotiated

Executive Assistant (24 hour work week) \$600 - 825 bi-weekly

Police Advisor \$20.00/Hour to 32.00/Hour

Engineer \$20.00/Hour to 32.00/Hour

Others so designated by the Executive Director \$20.00/Hour to 32.00/Hour

Mr. Nunziato seconded the motion and the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale
Voting Nay: None

Dave Christy presented the following wage rates for part-time police wages, and Dr. Shale moved that they be approved, effective January 5, 2009:

PART-TIME WAGE RATES

Part-Time Police Officer wage rates are based on 75% of the rate for full-time

officers. These hourly rates will be effective January 5, 2009:

2009

Probationary Police Officer	13.05
Police Officer 1 (after 12 months)	13.76
Police Officer 2 (after 24 months)	14.46
Police Officer 3 (after 36 months)	15.17
Police Officer 4 (after 48 months)	15.89
Police Officer 5 (after 60 months)	16.58
Part-Time Detective	22.11
Part-Time Juvenile Officer	22.11

All Part-Time Officers hired by the park District who have not received their Ohio Peace Officers Training Certification will be hired at the Probationary Part-Time Police Officer rate. All Part-Time Police Officers hired who have received their Ohio Peace Officer Training Certification will be hired at the Part-Time Police Officer 1 rate. All will serve a one-year probationary period. The time interval between steps is one year with the increase taking effect the beginning of the first pay period after time in grade is reached.

Overtime will be paid at the rate of time and one-half (1 1/2) the normal hourly rate for work performed in excess of eight (8) hours in any workday or in excess of forty (40) hours per week. In addition, all Part-Time Police Officers will be paid time and one-half (1 1/2) the normal hourly rate for work performed on holidays.

Court Time - Court time is time spent by the employee signing affidavits outside regular work hours and court appearances outside of regular work hours. Court time hours are compensated at straight time until hours worked and court time hours exceed eight-six (86) after which the employee will be compensated at one and one-half (1 1/2) times his regular hourly rate. Employees will be paid a minimum of three (3) hours pay, or actual time, whichever is greater, at their regular rate for court appearances outside of regular work hours.

Schools and Seminars - Attendance at any school or seminar session required by State Law or Federal law will be compensated at straight time not to exceed eight (8) hours in one day.

Attendance at any school, seminar, or training session required by the Park District will be compensated at straight time until hours worked and allowed time hours exceed eighty-six (86) after which the employee will be compensated at one and one-half (1 1/2) times his regular rate of pay.

Mr. Nunziato seconded the motion and the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale
Voting Nay: None

Dennis Miller, Golf Director, spoke regarding the 2009 Golf Pro Contract. Ms. Dailey motioned that the Executive Director be authorized to enter into a contract with Andy Santor to be retained for another year as the Pro for the Mill Creek Park Golf Course, with a 2% raise, and that he be eligible for a performance-based increase determined by the final budget. Dr. Shale seconded the motion the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale

Voting Nay: None

Ms. Dailey, spoke regarding the Executive Director's 2009 Employment Contract. Dr. Shale motioned that the President of the Board be authorized to enter into the following contract for employment with David Imbrogno. Mr. Nunziato stated that this Director's contract is the first one for the MetroParks, although many park districts and other non-profits use them. He noted that the Director would be evaluates on a regular basis and performance would be carefully scrutinized. He also said that the contract does not change the Executive Director is status as an "at-will" employee.

January 1, 2009

Mr. David A. Imbrogno
13589 Berlin Station Road
Berlin Center, OH 44401

Re: Employment as Executive Director

Dear Dave:

The purpose of this letter agreement is to put in place an employment contract for an initial term from January 1, 2009 through December 31, 2009, and any subsequent renewal terms as provided in Paragraph 7 below.

This letter sets forth your employment relationship as Executive Director of Mill Creek MetroParks.

Except as otherwise stated in this letter, in your capacity as Executive Director, you will administer and manage all MetroParks activities, consistent with Ohio Revised Code Chapter 1545 and MetroParks by-laws rules, and regulations, including, without being limited to, implementing programs, planning for future operation, funding and development; developing an annual budget; overseeing all expenditures; hiring and discharging personnel; working closely with the Board of Park Commissioners to develop short and long term plans for the MetroParks, and, performing such other duties as the Board of Park Commissioners may assign from time to time.

The terms of employment are as follows:

1. Your salary for the initial term will be _____. The salary will be reviewed annually with increases at the discretion of the Board of Park Commissioners.
2. The term of this contract will be for one year with the stipulation that your employment may be terminated at any time by either party. In the event your employment is terminated by the MetroParks prior to the completion of this one-year term or, any renewal thereof for any reason not constituting cause, the MetroParks will provide you with a severance payment of four month's salary (less all appropriate withholdings) payable upon the last day of employment, or monthly through the period. If your employment is terminated by the MetroParks for cause or, if you tender your resignation as Executive Director of at any time during the term of this agreement, you will not be entitled to the severance payment.
3. Upon completion of each full year of service with the MetroParks, the severance payment of four month's salary will increase by one month, up to a maximum of nine months.
4. You will receive the following benefits:
 - (a) All benefits offered to MetroParks' employees for which you qualify (e.g. including but not limited to health insurance, life insurance, retirement plan, sick leave and vacation leave).
 - (b) To the extent it will not interfere with the proper operation

of the MetroParks, the MetroParks will be flexible with comp time so that you may participate in a reasonable number of outside activities.

(c) A vehicle for your use in connection with the MetroParks matters.

5. All of your employment records, evaluations, and any other official files or notes relating to your employment with the MetroParks and/or performance, will be placed in your personnel file and available to you with reasonable advance notice. No separate or secret files will be kept.

6. The MetroParks will pay reasonable pre-approved professional and civic dues for membership in appropriate professional associations and activities whose interests are compatible with the MetroParks missions and goals. The MetroParks will provide enough flexibility for you to be involved in the various professional associations and activities.

7. The term of this agreement will be from January 1, 2009 through December 31, 2009 and will automatically renew on January 1, 2010, and at one year intervals thereafter, for an additional term of one year unless more than ninety days before the end of the then current term either party gives the other party notice that the contract is not to be renewed.

8. You are entitled to an annual, written performance review by the Board of Park Commissioners which will be placed in your personnel file. This will be accompanied by a face to face discussion about the evaluation with one or more of the Park Commissioners. In addition, you will be entitled to place a copy or summary of the MetroParks Annual Report in your personnel file as further documentation of your performance.

The above terms constitute the MetroParks offer of continued employment to you. If you accept, please sign below and return one copy to us. If you have any questions about anything contained in this letter, please call me.

We are delighted with your continued service to the MetroParks.

Sincerely,
Virginia Dailey, President
Board of Park Commissioners

By: _____

President

Virginia Dailey,

Date: January 1, 2009

The undersigned accepts and agrees to the terms of employment described in this letter.

David A. Imbrogno
Date: January 1, 2009

Mr. Nunziato seconded the motion the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale
Voting Nay: None

Dave Christy presented information regarding 2009 wage rates for salaried staff, including addressing staff that are at the top of their pay range. Ms. Dailey moved that all full-time, non-union staff receive a 2% pay raise. In

addition, 1% of the 2008 salaried payroll rates would be available to departments to distribute performance increases as determined by the Department Directors with concurrence of the Executive Director. Employees who have reached the top of their pay grade are to receive a 2% one-time bonus payment, which is not to be added to the employee's base salary. These employees may also be eligible for performance bonus increases as previously described, to be paid as a one-time payment which is not to be added to the employee's base salary.

Mr. Nunziato seconded the motion and the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale
Voting Nay: None

Dave Christy gave a report on Health Care Renewal Costs and Comparisons and is confident that what we have chosen the most cost effective option for the MetroParks. Beginning in 2009, the employee contribution will increase from \$25 per month for single coverage to \$30 per month, and from \$50 per month for family coverage to \$60 per month.

The following bids for Gasoline and Fuel Oil, having been received in response to legal advertisement, were presented by Dave Christy.

BID TABULATION
Gasoline and Fuel Oil
December 3, 2008

Bidder

Item Bid
O.P.I.S.
Average PAD 2
11/20/08
Submitted
Price
Differential
Bid
Price Per
Gallon

Topfer Oil Company
Regular Grade Unleaded
1.1730
.0190
1.1920

Medium Grade Unleaded
1.2440
.0195
1.2639

Fuel Oil (Off Road)
1.8360
.0185
1.8545

Fuel Oil (On Road)
1.8370
.0175

1.8545

Mr. Nunziato moved the bid of Topfer Oil Company be accepted, it being the lowest and best bid. Dr. Shale accepted the motion, and the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale
Voting Nay: None

Next year's schedule for Board Meetings was presented to the Board, with recommendation by the Executive Director to approve the January Board Meeting date of Tuesday, January 20, 2009, at 6:00 p.m. at the MetroParks Farm, and finalize the remainder of the dates, locations, and times at the January meeting.

Dave Imbrogno presented a proposal from Everflow Eastern to slant-drill under the MetroParks Bikeway towards a gas deposit. Dr. Shale moved that the contract be signed. Mr. Nunziato accepted the motion, and the vote taken resulted as follows:

Voting Aye: Dailey, Nunziato, Shale
Voting Nay: None

Executive Director, Dave Imbrogno gave a brief staff report:

- ¥ Mike Carver is doing very well and is currently recovering at home.
- ¥ The Gardens by Candlelight event went very well last evening attracting over 3000 people.
- ¥ A number of donations have been made for the intern house including furniture, kitchen supplies and more.
- ¥ Finally, staff and board were reminded to gather any archival material from 2008 and submit them to Dave or Mandy.

Ms. Dailey announced that the next Regular Board Meeting has been scheduled for Tuesday, January 20, 2009, at 6:00 p.m., at the MetroParks Farm, Classroom A.

The Board received the following public comments:

- ¥ Rick Shale congratulated the Fellows Riverside Gardens staff on their Gardens by Candlelight event.
- ¥ Nancy Brundage thanked Keith for allowing the Audubon Society to decorate a tree and to be present at the event to talk with the visitors.

At the end of the public comment session, the Board thanked the public for their comments.

There being no further business Dr. Shale moved the meeting be adjourned. The motion was seconded by Mr. Nunziato and passed. The meeting adjourned at 4:55 p.m.