

Village of Shawnee Hills Council Meeting Minutes

September 28, 2020

Mayor Mathews called the meeting to order at 7:00 p.m.

Mayor Mathew's sons lead us in the Pledge of Allegiance

Council in Attendance: Mary Gates, Geoff Hanna, Renee Matney, Jeff Stacy, Robert Thatcher and Todd Zimmerman

Also Present: Fiscal Officer Shirley Roskoski, Administrator Craig Thompson and Solicitor Brian Zets

Minutes

It was moved by Gates, seconded by Hanna to approve the minutes of September 14, 2020 with the following amendments: on page 2, second sentence from the bottom, change *is* to *if*. On page 5, under Communications, place a comma after mention. Following vote on the motion is recorded: yea, 6; Gates, Hanna, Matney, Stacy, Thatcher and Zimmerman. Nay, none. Motion passed.

Agenda

It was moved by Zimmerman, seconded by Hanna to approve the agenda. Following vote on the motion is recorded: yea, 6; Gates, Hanna, Matney, Stacy, Thatcher and Zimmerman. Nay, none. Motion passed.

Solicitor

Brian said I worked on some of the new legislation that is on the agenda tonight. I also continued to work with Mark on a few zoning complaints and notices. Mark has sent out the notice on a second property so we are continuing to move forward on those projects. I worked on information with respect to the DORA (Designated Outdoor Refreshment Area) which was discussed at Finance tonight.

Village Administrator

Craig Thompson gave the following report:

Ninja Gym – The project is underway

O'Shaughnessy Crossing – There were some questions brought up at the last meeting and I did check into the anticipated completion date for that. This is a ballpark, according to Chris, we are looking at mid to late October which will include restoration. They are working their way up E. Oneida now. They have installed the pipe in the Columbus easement and the Minton-Myers easement as well as crossing Shawnee Trail. Shawnee Trail was a huge challenge for them because it was all rock and they had to chip away at it.

Osage Wood PUD – We have a public hearing tonight for that.

The Schirmer Brew Pub, which is actually Bridge's End Brewing Company – Their application has come in and they will be going to ABR on October 15.

Pump Station back-up generator – They will be installing the generator on October 6.

Glick Road Annexation – Nothing new.

Crosswalk Sign at Parkside and Dublin Road – We anticipate that being completed by the end of September, early October.

Police Chief

Chief Baron said I apologize for missing the last council meeting. Sgt. Larosa and I were out of town attending a leadership training.

Lt. Cullen finished his annual negotiator's training last week.

Due to the cost and availability of ammunition, we are going to reduce all of our firearms training from now until the foreseeable future to just qualifications only. We can't find ammunition anywhere.

I worked with the Chamber, Chris, Brian and Dan to get information regarding the DORA. I took that to Finance and now I am going to take it to Safety.

Worked a lot on trick-or-treat and how we could safely do it and try to make everyone happy and safe.

Worked on 2021 budget and goals with and without a levy. Just waiting to see what happens there.

The Prosecutor contract is up January 1. We wanted to do a multi-year contract with them but they still wanted to leave a clause in there to review it annually for any changes in fees. If they are going to do that we might as well still renew it every year.

The police versus fire softball game did not go so well for us. It was 36 – 30, the fire department won again. We're getting closer though. There's always next year.

I worked with the Ohio Association Chiefs of Police to establish a wellness standard for the State of Ohio. We have been meeting about every week. We did bring it, finally, before the Ohio Association of Chief's Board. I had the pleasure of writing up the state wide policy that would be the standard policy that will go before the cooperative next month. It will probably be implemented and our agency did have a pretty strong hand in that.

Construction projects. There have been a lot of road closures. A lot of things that popped up around the village that I had no idea of. We would have put out advance notice that people were shutting down roadways. Just haven't had any heads up on that. The Glick Road and Shawnee Trail project. I had no idea they would be shutting down Shawnee Trail. I knew they would be on the berm of Glick Road as they hired special duty but I did not know about any lane closures there. I apologize for not getting that information out to the community.

Construction Noises. We have had a couple of calls about construction noise. Power equipment can be used between 7:00 am to 10:00 pm. We have gotten a couple of calls already about construction traffic on Reindeer, about dropping off trusses and a lot of equipment on the Ninja Gym site. We are not going to allow them to block the roadway all day. We are not going to allow them to block the roadway for several hours. If they are going to drop something off we have to accommodate them, our roads are small. Everyone be patient on that.

Visitors

Robin Fellure said it was posted that you had some open board positions and I wanted to put my name out there for planning and zoning, if possible. I think most of you know me. I have thirty years of development and zoning experience, fifteen years of it was here in Shawnee Hills. I have written zoning codes for townships and the village. I revamped exterior property maintenance codes, I created ARB guidelines and I am a long time resident dedicated to this village and keeping it positive and free of negativity.

Robin said I am also here to support the police department levy and I will do everything I can to get the word out to everybody that we need this. We need to continue what we have going on right now. We don't need to fall back into problems we had years ago and the only way we are going to do that is with a levy so I ask for support of this.

Robin said I believe Shirley sent you a pdf of the plaque that we were asking to put down for the renaming of the park. I wanted to see if you guys had any comments, questions, wanting to change anything, tweak it, whatever, so we can get moving on it.

Mayor Mathews said I thought it looked good. I wanted to touch base on scheduling a dedication date and see how he is doing. I would like a pretty big attendance for it. Probably sooner rather than later.

Robin said this can be ready within a week of me sending the approval in. You guys can pick a date and we will get the word out about it.

Kathleen Antalocy said I retired from the Village of Shawnee Hills Police Department with fifteen years of collective service. I was the first female to obtain a Sergeants position full time. I started a new career and I currently possess my Lead contractor's license in the State of Ohio. I have been doing construction, hands on, and anything from financial to a multitude of different things for my job. I also have great contacts with the City of Columbus and I am experienced with ODH (Ohio Department of Health) and I would really like to be considered for the open position on BZA.

Kathy Isern said I would like to be considered for the council position that is coming open. My husband Jose and I have lived in the village for twenty years in January. I have been on planning and zoning since 2003 and I have been Chair of it for most of that time. I am a retired attorney. I worked mostly for government. I worked with Franklin County most of that time, over twenty two years. I was in charge of contracts and facilities management department for a while, then moved over to become a trial attorney for Franklin County Children Services for ten years. I think I have some skills that would be useful and enjoy living here and would like to serve here so I would like to be considered. Thanks.

Communications

Mayor Mathews said I will go back one week. Shelia Hiddleston from Delaware County General Health District met with us along with her sanitarian, Steve. We took them to Jeff's back yard and they agreed with us on the idea that this could be a health and safety issue for the rest of the residents if we are forced to let the forestation grow within ten feet of the house. Shelia is drawing up a letter that we are going to send to Columbus Public Utilities and also the Columbus City Council. We feel that Columbus City Council has no idea that this issue even exists with the

new revamped stewardship program. That is a step in the right direction. We will see what comes of it then decide what our next steps are.

Council member Hanna asked if she was going to send it to them or are you going to send it to them.

Mayor Mathews said she is sending it here and we will send it to them.

Council member Hanna said don't you think it would be stronger if it went directly to them instead of from us.

Mayor Mathews said I think she is sending it to me to see if I want to add anything.

Russ, Shirley and I had some discussion on trick-or-treat. There was discussion about drive by's and everything else. Here, I think it was set up pretty well for trick-or treat. One of the ideas is to extend the hours so the younger kids can get out in the daylight and get off the street so it is not so compressed.

Pro Tem Report

Council member Thatcher said I have been communicating with Pat and he said he is still fighting. I am also working with the American Legion and trying to see what we can do for the Veterans Day program pending what they want to do. They want to do a lot of virtual ones. We haven't really heard how they are going to do it. The American Legion normally does it in conjunction with one in downtown Dublin and Dublin's is going to be virtual. I am not sure how we are going to do it.

Committee Reports

Council member Matney said Finance met tonight. Shirley presented us with the RITA revenues year to date, which are up over the last two years. The 2021 budget will be coming before council at the next meeting. We talked about the proposed DORA also.

Legislative Actions

Second Reading – Resolution 19-2020 – A Resolution authorizing and directing the Village Administrator and Fiscal Officer to execute a personal services contract with Isaac Wiles to perform legal services, and be the Solicitor, for the Village of Shawnee Hills

Second Reading- Resolution 21-2020 – A Resolution authorizing and directing the Village Administrator to execute a paving contract with Lopriesti Land, LLC for the paving of part of E. Osage Drive.

Public Hearing - Second Reading- Ordinance 21-2020 – An Ordinance to amend the zoning district map of the Village of Shawnee Hills, , Delaware County, Ohio by rezoning twenty –six (26) parcels, consisting of +/- 2.50 acres, located along E. Osage Drive between Shawnee Trail and Walgreens, from the Single Family District (R-2) to the Planned Unit Development District (PUD).

Mayor Mathews declared the public meeting being open and asked if there were any questions.

Council member Thatcher asked what the price range of the homes to be built is.

Joe Clase said my guess is the numbers are closer to mid 4's and 5's. I think that's where they will end up.

Council member Thatcher said the 1,700 square feet is the basic floor plan. Is that correct?

Joe said that is the minimum size floor plan. I think it goes up to a little over 3,000 sf. The actual floor plate of the buildable area is larger than that but that would anticipate having patios and other outdoor buildings.

Council member Thatcher said and the driveways are now going to be big enough to fit four cars. That was one of the concerns I saw raised.

Marlena Galbreath said the lots themselves are pretty deep so there is space there. When you include the two car garage it will be a total of six cars that will fit in the driveway.

Council member Thatcher asked how deep are the lots.

Joe said the lots are almost 200 feet deep. The houses are set back 40 feet from the road and then there is 60 feet of buildable area so a maximum of 80 feet off the road with the building envelope. Then there is still 120 feet of lot behind that. We are doing our best to maintain all of the large trees in the rear of the property.

Jose Isern asked what the distance between the units are.

Joe said at a minimum 15 feet. There is one section that will be wider for storm drainage.

Jose asked what the timeline to build is.

David Galbreath said we would like to demolish the existing house by the end of the year. We have retained an architect. We have not specified floor plans yet but the architect will be helping us with the final development plan and the construction materials that we have to bring back to you guys. We hope to have that plan by the end of the year. At least have the formal plan done. We hope to start building in the spring.

Council member Zimmerman said on your pre-development plan, page 6J of the book. That number 6, we talked about this in planning and zoning but I wanted to make sure it was put on the record. Number 6 is, areas disturbed by construction shall be smooth graded and seeded within six months of such disturbance. What I would like to see added is; take out the six months and add, as damage to homeowners on the north side and east side of the development, as soon as weather permitting at such disturbance. This is so no one has a rutted yard for a long period of time. It should be taken care of up front.

Council member Zimmerman said I was on planning and zoning during this entire thing and I just want to say that working with a PUD for the first time in Shawnee Hills, Craig, Mark, Shirley, Brian, everyone on planning and zoning and the applicant, everyone worked together really well to get this to where it is. It started way out to the left side, we were on the right, we came together in the middle and this has turned out to be a nice project for the village.

Mayor Mathews said when we first started discussing the PUD and this was years before you guys even came into the picture. This area was identified as something that would be ideal for a PUD.

There being no further questions, Mayor Mathews closed the public hearing.

First Reading- Ordinance 25-2020 – An Ordinance to amend Sections 921.03(A) (potable Water User Charges) and 921.03(B) (Well Water User Charges)

First Reading – Ordinance 26-2020 – An Ordinance authorizing and directing the Fiscal Officer to transfer the unexpended balance of the Mayor’s Court Computer Fund to the General Fund and Close the Mayor’s Court Computer Fund

First Reading- Ordinance 27-2020 – An Ordinance to reappropriate funds for current expenses and other expenditures of the Village of Shawnee Hills, State of Ohio during the fiscal year ending December 31, 2020 and declaring an emergency.

It was moved by Matney, seconded by Thatcher to declare Ordinance 27-2020 an emergency. Following vote on the motion is recorded: yea, 6; Gates, Hanna, Matney, Stacy, Thatcher and Zimmerman. Nay, none. Motion passed. It was moved by Gates, seconded by Hanna to adopt Ordinance 27-2020 as an emergency. Following vote on the motion is recorded: yea, 6; Gates, Hanna, Matney, Stacy, Thatcher and Zimmerman. Nay, none. Motion passed.

Bills

It was moved by Matney, seconded by Thatcher to approve the bills in the amount of \$16,881.50. Following vote on the motion is recorded: yea, Gates, Hanna, Matney, Stacy, Thatcher and Zimmerman. Nay, none. Motion passed.

Treasurer’s Report

It was moved by Hanna, seconded by Stacy to approve the following treasurer’s report:

General	217,022.68	Mayor’s Court Computer	1,030.14
Street	214,708.28	Fire	50,044.03
State Highway	23,652.89	Weed	3,947.95
Parks & Recreation	0.00	TIF	27,428.34
PD Body Armor	1,073.83	TIF 2	55,830.18
Cont. Prof. Training	0.00	Veteran’s Memorial	248.97
Drug Law Enfct.	534.41	Sewer Operating	25,758.04
Indigent Driver	385.84	Sewer Replacement	66,005.09
Law Enfct. Trust	5,369.72	Storm Sewer	9,591.98
Enfct. and Education	1,220.85	Debt Service	55,874.27

For a total of \$ 759,727.49.

Following vote on the motion is recorded: yea, 6; Gates, Hanna, Matney, Stacy, Thatcher and Zimmerman. Nay, none. Motion passed.

Miscellaneous

Mayor Mathews asked Chief Baron to discuss trick-or-treat night.

Chief Baron said we have had some discussions about this. Usually trick-or-treat is from 6pm – 8 pm. The discussion was to begin this at 5pm to hopefully eliminate the rush and the need to pack it in. The CDC came out and said that trick-or-treat is a high risk activity. The State of Ohio came out and said here are some safe guidelines on how to do trick-or-treat. Keeping with the spirit of those guidelines, one thing I discussed with Dan was, let's do treat stations in the driveways. That way kids do not have to go up to a house and knock on the door. If you do not want to participate in trick-or-treat leave your door shut. The people passing out candy, it is encouraged to wear a mask even if outside. Have hand sanitizer close. Do not let the kids reach in a bowl to take candy, you put the candy in their basket. Trick-or-treaters should have a mask on if possible. Do not accept any candy that is not wrapped by the manufacturer. The main thing is extending the time so more people can social distance.

Council member Stacy asked why is this on a Thursday instead of the 31st. The school schedules are all crazy and different times. Why not the 31st.

Shirley said I think we started that with MORPC because we are in the Dublin School District and we wanted them to do trick-or-treat the same night as Dublin. Hilliard and Dublin are both doing trick-or-treat this year on Thursday from 6pm-8pm.

Council member Thatcher said I think starting early is a good idea. We should do it on the same date. If we do it the same time as everyone else then the kids are going to go where they normally go. That way we have less chance of extra people coming to the village. If we are on a night where everyone else isn't trick-or-treating those kids will go and do another town too.

Brian Zets said that is the reason why a lot of places were suggesting everyone follow MORPC, at least this year, to avoid that issue where people will caravan to another municipality on a different day.

Council member Stacy said I know we will have a council seat open. What other positions have to be filled.

Council member Hanna said BZA and Planning and Zoning.

Mayor Mathews said BZA needs two spots filled. One is for a council representative, so Mary is going to fill that spot. Todd will be the council representative to Planning and Zoning. Council has to appoint someone to BZA and I have to appoint someone to Planning and Zoning that are not council members.

Adjournment

There being no further business, it was moved by Hanna, seconded by Stacy to adjourn until October 12, 2020. Following vote on the motion is recorded: yea, 6; Gates, Hanna, Matney, Stacy, thatcher and Zimmerman. Nay, none. Meeting adjourned at 7:40 p.m.

Fiscal Officer

Mayor

Village Administrator Report
Shawnee Hills Village Council Meeting
10/12/2020

Ninja Gym: Applicant has retained a Civil Engineer from Circleville, Ohio to complete storm drainage design work. Plans have been approved by Chris and Mark. Work has begun on project.

O'Shaughnessy Crossing: Cost sharing agreement has been signed. Pre-construction meeting held on August 5th. Letters have gone out to property owners that have an obstruction on the E. Oneida Right of Way. Boring under Dublin Road has been completed as well as installing pipe in the Minton Myer easement and the City of Columbus easement. Project expected to be completed by mid to late October.

Osage Woods PUD: We have received an amended application. They are seeking approval for 9 units. Application approved at P&Z on July 28, 2020. Public Hearing held on September 28. Third reading scheduled for October 12.

Sanitary Sewer Line Inspection: List of repairs from Chris based on recent report from Contractor expected by end of year.

Shermer Brew Pub: Plans have been submitted to Village. Scheduled to go before ABR on October 15.

Pump Station Back Up Generator: Contract for installation of back-up generator has been signed. 2nd submittal of plans are now under review by Delaware County. Work began on October 6.

Wine Snob Project at Shawnee Square. ABR meeting cancelled. Applicant and Shawnee Square owner need to work out unit renovation details before coming to ABR.

Glick Road Annexation: Columbus City Attorney is reviewing existing Shawnee Hills deed of easement on Glick Road.

Delaware City Prosecutor: 2 blight case currently filed with City Prosecutor with one more on the way.

Crosswalk Sign at Parkside and Dublin Road (Dell's): Not working and needs replaced. Replacement parts have shipped. Crosswalk sign to be repaired the week of October 12.

Restoration Plan: Chris Tebbe and I will be working on a vegetation restoration plan for the easement that Columbus granted to the Village as part of the O'Shaughnessy Project. We have met with the City of Columbus Watershed Manager to discuss options.

RESOLUTION 19-2020

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE A PERSONAL SERVICES CONTRACT WITH ISAAC WILES TO PERFORM LEGAL SERVICES, AND BE THE SOLICITOR, FOR THE VILLAGE OF SHAWNEE HILLS

WHEREAS, the current contract for a Village Solicitor will expire on November 12, 2020, and

WHEREAS, the Village Council is pleased with the work that this company has performed for the Village,

THEREFORE, BE IT RESOLVED by the Council of the Village of Shawnee Hills, a majority of all members elected thereto concurring:

SECTION 1. That the Village Administrator and Fiscal Officer are hereby authorized and directed to execute a personal services contract with Isaac Wiles to perform legal services, and the solicitor, for the Village of Shawnee Hills.

SECTION 2. That the entire content of this contract will be kept on file at the Municipal Building, 9484 Dublin Road in the Village of Shawnee Hills.

SECTION 3. That any resolution or parts of any resolutions inconsistent herewith be and are hereby repealed and this resolution shall take effect according to law.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the Village of Shawnee Hills which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the "Agreement"), is entered into by and between Isaac Wiles Burkholder & Teetor, LLC ("Isaac Wiles") and Village of Shawnee Hills, Ohio (the "Village"), pursuant to Resolution No. _____, passed by Village Council on _____, 2020.

In consideration of the mutual promises contained herein, Isaac Wiles and the Village agree as follows:

1. **Purpose of Representation.** Pursuant to the Codified Ordinances of the Village and the laws of the State of Ohio, the Village hereby retains Isaac Wiles to serve as Solicitor for the Village and its elected and appointed officials. As Solicitor, Isaac Wiles shall be responsible for performing any and all duties pursuant to Village Ordinances and laws of the State of Ohio.

2. **Scope of Representation.** Isaac Wiles shall from the time when called upon by the Village or any other Village Official, render any and all such legal services as it as may be requested, including, but not limited to, ordinance and document preparation, initiate and defend criminal and civil litigation (administrative, state, or federal actions), prosecute criminal and traffic matters, draft and review contracts or other written documents, respond to inquiries, draft legal memoranda, provide legal representation in conjunction with specific transactions, advise the Village on legal issues as specifically requested, and perform any other duties as requested by the Village, or Officials, elected or appointed.

Isaac Wiles shall attend any and all regular and special meetings of Village Council, and other public, regular, or special meetings, when requested to do so by the Village.

General direction on all legal matters shall be given to Isaac Wiles through Village Council, the Mayor, Village Administrator, and other Village appointed or elected officials, or his/her designee. Isaac Wiles will perform only such legal services for the Village that are authorized and requested.

3. **Compensation.** Isaac Wiles shall compile a monthly itemized statement of services rendered, funds advanced, and expenses incurred, and shall submit same to the Village's Fiscal Officer immediately following the month in which such services were rendered and funds advanced and expenses incurred for and on behalf of the Village.

The Village shall pay Isaac Wiles for all legal services rendered at an hourly rate. Time devoted by attorneys will be charged at a rate of \$130.00 per hour. Time devoted by paralegals will be charged at a rate of \$85.00 per hour, and law clerks at \$55.00 per hour. Invoices are payable monthly. The Village shall reimburse Isaac Wiles for any and all costs advanced on behalf of the Village. The Village

also shall reimburse Isaac Wiles for expenses incurred for express delivery, legal research, and copy projects at \$0.10/copy.

Payment is due by the Village upon receipt of the statement. In the event the Village should disagree with, dispute or question the amount stated to be due under any statement which was issued, the Village agrees to communicate such disagreement, dispute or question to Isaac Wiles in writing within 30 days following receipt of such statement. In the absence of such written communication regarding the amount stated to be due under any statement within such time, Isaac Wiles shall be entitled to assume that the Village has agreed to the amount of such statement and will pay the same amount within 30 days following receipt of such statement.

4. **Designation of Village Solicitor.** Brian M. Zets, an attorney with Isaac Wiles, shall be designated as Village Solicitor and shall be the primary attorney, prosecutor, and contact person for the Village. All other attorneys at Isaac Wiles are Assistant Solicitors and Prosecutors when acting on behalf of the Village.
5. **Term of Agreement.** It is agreed and understood by and between the Village and Isaac Wiles that the term of this Agreement shall for two years, beginning November 1, 2020, and shall be terminable by either Isaac Wiles or the Village upon sixty (60) days written notice.
6. **Settlement Authority.** No settlement of any nature shall be made for any Village clam or suit without approval of the Village Administrator, and/or Council.
7. **Professional Liability Insurance.** The Solicitor, as well as all Isaac Wiles attorneys providing services on behalf of the Village, shall at all times maintain professional liability insurance in an amount satisfactory to the Village and shall provide evidence of such coverage upon request of the Village.
8. **Conflicts of Interest.** Given the fact that Isaac Wiles represents other Ohio municipalities and non-municipal clients, in addition to the Village, Isaac Wiles will take reasonable efforts to recognize and disclose to the Village any potential conflict. Isaac Wiles and the Village acknowledge and understand that conflicts of interest between the Village and other clients of Isaac Wiles could occur from time to time. It is possible that during the time Isaac Wiles is serving as Village Solicitor, some of Isaac Wiles's present or future clients will have disputes or transactions with the Village. The Village agrees Isaac Wiles may continue to represent, or may undertake in the future to represent, existing or new clients in any matter not substantially related to Isaac Wiles's work for the Village, even if the interests of such clients in those other matters are directly adverse. Isaac Wiles agrees, however, that the Village's prospective consent to conflicting representation shall not apply in any instance where, as a result of its representation of the Village, Isaac Wiles has obtained proprietary or other confidential information of a nonpublic

nature, that, if known to such other client, could be used in any such other matter by such client to the Village's material disadvantage.

9. **Applicable Laws.** Isaac Wiles shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of the Agreement.
10. **Notices.** All Notices and other communications mandated hereunder shall be in writing and will be deemed to have been given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or when actually delivered if mailed by certified mail, return receipt requested at the following addresses:

If to the Village:

Dan Mathews, Mayor
VILLAGE OF SHAWNEE HILLS
9484 Dublin Road
Shawnee Hills, Ohio 43065

If to Isaac Wiles:

Brian M. Zets, Esq.
ISAAC WILES BURKHOLDER & TEETOR, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215
11. **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforceable to the greatest extent permitted by law and the remainder of the Agreement and the application of such provisions to the other persons or circumstances shall be affected thereby and shall be enforced to the greatest extent of the law.
12. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws principles.
13. **Entire Agreement.** The Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Village and Isaac Wiles. The Agreement may be amended or modified only by a writing executed by the Village and Isaac Wiles.

14. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the Village or Isaac Wiles without the written consent of the other. Any purported assignments without the express written consent of the other Party is void.
15. **Personal Service Contract.** The Village and Isaac Wiles agree the Agreement is, and is intended to be, a "personal service contract" as recognized in R.C. 145.012 and as identified in the Ohio Administrative Code. The Agreement is, and is intended to be, a formal bilateral written contract between the Village and Isaac Wiles, as required by the Ohio Revised Code. The Village and Isaac Wiles agree that since this is a personal service contract, no Public Employee's Retirement System deductions will be made from Isaac Wiles compensation nor paid to the Public Employee's Retirement System of Ohio.

VILLAGE OF SHAWNEE HILLS, OHIO

By: _____
Dan Mathews, Mayor

ISAAC WILES BURKHOLDER & TEETOR, LLC

By: _____
Mark Landes, Managing Partner

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

Date

By: _____
Shirley Roskoski, Fiscal Officer

RESOLUTION NO.: 21-2020

ADOPTED ON: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO EXECUTE A PAVING CONTRACT WITH LOPRESTI LAND, LLC FOR THE PAVING OF PART OF E. OSAGE DRIVE

WHEREAS, LoPresti Land, LLC owns twenty-six parcels (±2.50 acres) located along E. Osage Drive, between Shawnee Trail and Walgreens; and

WHEREAS, LoPresti Land, LLC is in the process of rezoning these parcels from Single Family District (R-2) to the Planned Unit Development (PUD); and

WHEREAS, the Village of Shawnee Hills Planning and Zoning Commission recommended approving this rezoning under the condition that the Village and LoPresti Land, LLC execute an agreement under which LoPresti Land, LLC will provide the engineering and financing to pay for paving ±750' at the west end of Osage Trail. This payment will not exceed \$28,000.00; and

WHEREAS, Council for the Village of Shawnee Hills now wants to enter into this Paving Contract.

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Shawnee Hills, County of Delaware, State of Ohio:

SECTION 1: Council for the Village of Shawnee Hills hereby authorizes and directs the Village Administrator to execute a Paving Contract, in substantially the same form and content as the Contract attached hereto as Exhibit A and incorporated herein by reference, with LoPresti Land, LLC.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the Village of Shawnee Hills which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereto.

SECTION 4: This Resolution shall take effect at the earliest time allowed by law.

Passed in Council this _____ day of _____ 2020.

Attest: _____
Fiscal Officer

Mayor

APPROVED:

Approved as to form this 28th day of August 2020:



Brian M. Zets, Esq.
Village Solicitor

PAVING CONTRACT BETWEEN

LOPRESTI LAND, LLC

AND

THE VILLAGE OF SHAWNEE HILLS

1. **Parties.** This Paving Contract (“Contract”) is made and entered into by and between the LoPresti Land LLC, whose address is 75 S. High Street, Dublin, Ohio 43017 (“the Developer”), and the Village of Shawnee Hills, Ohio, whose address is 9484 Dublin Road, Shawnee Hills, Ohio 43065 (“the Village”) and shall be effective on the date last executed below.

2. **Purpose.** The purpose of this Contract is to establish the terms and conditions under which the Developer will provide engineering and financing to pay for the paving of E. Osage Drive in connection with the Developer’s Osage Woods Final Development Plan.

3. **Responsibilities of Developer.** When the Developer submits its Osage Woods Final Development Plan, the Developer shall provide the Village with a complete professional engineering plan for the pavement of the western portion of E. Osage Drive (about 750’) (“Paving Project”). The Developer will have this engineering plan created at its own cost and expense. The Developer understands and agrees that the Village will not formally accept the Developer’s Osage Woods Final Development Plan until the Village has reviewed, commented on, and agreed to accept the engineering plan for the Paving Project. Then according to the timeline set forth herein, the Developer shall pay the lesser of these amounts: the total cost of the Paving Project or \$28,000.00. The Developer shall make this payment by provide certified funds, payable to the Village, within 30 calendar days of the Village successfully awarding a contract for the Paving Project.

4. **Responsibilities of Village.** The Village, at its own cost and expense, shall review the engineering plan submitted by the Developer. The Village, at its sole discretion, can comment on, or require changes to, the engineering plan. Once the engineering plan for the Paving Project is finalized and approved by the Village, the Village shall competitively bid the Paving Project if required under Ohio law. The Village shall handle all inspections and otherwise be responsible for the construction of the Paving Project.

5. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract must be in writing and signed by the Developer and the Village

B. **Governing Law and Jurisdiction.** This Agreement is made under and will be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the conflict of laws principles thereof. In the event of any action or proceeding arising

out of this Agreement, the Parties consent to the exclusive jurisdiction of the Delaware County Court of Common Pleas or the United States District Court for the Southern District of Ohio, Eastern Division.

D. Complete Contract. This Contract constitutes the final, complete, and entire agreement between the Parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the Parties, whether written or oral.

E. Severability. If any portion or portions of this Contract t are held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining provisions of the Contract shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

F. Drafting. The Parties have cooperated in the drafting and editing of this Contract. It is the express intent of the Parties that no part of this Contract be construed against any of the Parties hereto because of the identity of the drafter.

G. Counterparts. The Parties agree this Contract may be executed by facsimile or email and in multiple counterparts by the Parties, and the counterparts shall collectively constitute a single, original document, notwithstanding the fact the signatures may not appear on the same page.

LOPRESTI LAND, LLC
OHIO

VILLAGE OF SHAWNEE HILLS,

David Galbreath
Its: _____

Craig Thompson
Its: Village Administrator

Date: _____

Date: _____

ORDINANCE NO.: 21-2020

ADOPTED: _____

AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF THE VILLAGE OF SHAWNEE HILLS, DELAWARE COUNTY, OHIO BY REZONING TWENTY-SIX (26) PARCELS, CONSISTING OF ±2.50 ACRES, LOCATED ALONG E. OSAGE DRIVE BETWEEN SHAWNEE TRAIL AND WALGREENS, FROM THE SINGLE FAMILY DISTRICT (R-2) TO THE PLANNED UNIT DEVELOPMENT DISTRICT (PUD)

WHEREAS, LoPresti Land, LLC owns property (±2.50 acres) located along E. Osage Drive, between Shawnee Trail and Walgreens, in particular Parcel Numbers:

- | | |
|------------------------|------------------------|
| 1. 600-432-23-001-000 | 14. 600-432-23-015-000 |
| 2. 600-432-23-002-000 | 15. 600-432-23-016-000 |
| 3. 600-432-23-003-000 | 16. 600-432-23-017-000 |
| 4. 600-432-23-004-000 | 17. 600-432-23-018-000 |
| 5. 600-432-23-005-000 | 18. 600-432-23-019-000 |
| 6. 600-432-23-006-000 | 19. 600-432-23-020-000 |
| 7. 600-432-23-007-000 | 20. 600-432-23-021-000 |
| 8. 600-432-23-008-000 | 21. 600-432-23-022-000 |
| 9. 600-432-23-009-000 | 22. 600-432-23-023-000 |
| 10. 600-432-23-010-000 | 23. 600-432-23-024-000 |
| 11. 600-432-23-011-000 | 24. 600-432-23-025-000 |
| 12. 600-432-23-013-000 | 25. 600-432-23-026-000 |
| 13. 600-432-23-014-000 | 26. 600-432-23-027-000 |

(“the Property”); and

WHEREAS, at its July 28, 2020 meeting, the Village of Shawnee Hills Planning and Zoning Commission considered LoPresti Land, LLC’s Preliminary Development Plan which asked to rezone the Property from Single Family District (R-2) to the Planned Unit Development District (PUD) and recommended approval with the condition that the Developer and the Village execute a contract concerning the paving of the west end of E. Osage Drive; and

WHEREAS, proper notice of the public hearings before the Planning and Zoning Commission and Village Council were duly advertised pursuant to Sections 1117.10 and 1129.04 of the Village of Shawnee Hills Codified Ordinances; and

WHEREAS, the thirty (30) day public inspection period, contemplated in Section 1117.10(b) of the Village of Shawnee Hills Codified Ordinances, has expired; and

WHEREAS, Council of the Village of Shawnee Hills believes LoPresti Land, LLC’s Preliminary Development Plan meets the requirements set forth in Section 1117.09 of the Village of Shawnee Hills Codified Ordinances and therefore, wants to adopt the Planning and Zoning Commission’s

recommendation and approve the Zoning Map Amendment to rezone the Property to the Planned Unit Development District (PUD).

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Shawnee Hills, County of Delaware, State of Ohio:

SECTION 1: Council for the Village of Shawnee Hills hereby adopts the Planning and Zoning Commission's recommendation to rezone the Property. Subject to the conditions set forth below, the following Parcel Numbers are hereby rezoned from the Single Family District (R-2) to the Planned Unit Development (PUD):

- | | |
|------------------------|------------------------|
| 1. 600-432-23-001-000 | 14. 600-432-23-015-000 |
| 2. 600-432-23-002-000 | 15. 600-432-23-016-000 |
| 3. 600-432-23-003-000 | 16. 600-432-23-017-000 |
| 4. 600-432-23-004-000 | 17. 600-432-23-018-000 |
| 5. 600-432-23-005-000 | 18. 600-432-23-019-000 |
| 6. 600-432-23-006-000 | 19. 600-432-23-020-000 |
| 7. 600-432-23-007-000 | 20. 600-432-23-021-000 |
| 8. 600-432-23-008-000 | 21. 600-432-23-022-000 |
| 9. 600-432-23-009-000 | 22. 600-432-23-023-000 |
| 10. 600-432-23-010-000 | 23. 600-432-23-024-000 |
| 11. 600-432-23-011-000 | 24. 600-432-23-025-000 |
| 12. 600-432-23-013-000 | 25. 600-432-23-026-000 |
| 13. 600-432-23-014-000 | 26. 600-432-23-027-000 |

SECTION 2: Adoption of this Ordinance, including LoPresti Land, LLC's Preliminary Development Plan, constitutes a rezoning of the Property, conditioned on/subject to the applicant's compliance with Sections 1117.10(c) thru 1117.10(f) of the Village of Shawnee Hills Codified Ordinances prior to the development or the construction of the improvements contained in the Preliminary Development Plan.

SECTION 3: The rezoning set forth in Section 1 is conditioned on the Village of Shawnee Hills and LoPresti Land, LLC executing an agreement under which LoPresti Land, LLC will provide financing to the Village, not to exceed Twenty-Eight Thousand Dollars and No Cents (\$28,000.00), to pave the west end of E. Osage Drive.

SECTION 4: The Village of Shawnee Hills Zoning District Map shall be changed to reflect the rezoning accomplished by this Ordinance as soon as this Ordinance takes effect and all conditions set forth herein are satisfied.

SECTION 5: The zoning designation for all other parcels in the Village of Shawnee Hills shall remain unchanged, in effect, and valid.

SECTION 6: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of

Council and that all deliberations of the Council and any of the decision-making bodies of the Village of Shawnee Hills which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 7: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

SECTION 8: This Ordinance shall take effect at the earliest time allowed by law.

Vote on ordinance: Yea, _____ . Nay _____ .

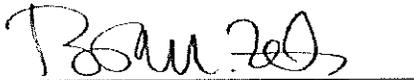
Passed in Council this _____ day of _____ 2020.

Attest: _____
Fiscal Officer

Mayor

APPROVED:

Approved as to form this 7th day of August 2020:



Brian M. Zets, Esq.
Village Solicitor

August 5, 2020

To the Members of Shawnee Hills Village Council:

At its July 28, 2020 meeting, the Shawnee Hills Planning and Zoning Commission reviewed rezoning application no. 423-2019 submitted by LoPresti Land, LLC. The application requests the following:

To rezone the 26 Parcel Nos. listed below from Single Family District (R-2) to Planned Unit Development (PUD). The properties extend along E. Osage Dr. from Shawnee Trail to Walgreens, with undeveloped Benmar Dr. and commercial property to the rear.

- | | |
|------------------------|------------------------|
| 1. 600-432-23-001-000 | 14. 600-432-23-015-000 |
| 2. 600-432-23-002-000 | 15. 600-432-23-016-000 |
| 3. 600-432-23-003-000 | 16. 600-432-23-017-000 |
| 4. 600-432-23-004-000 | 17. 600-432-23-018-000 |
| 5. 600-432-23-005-000 | 18. 600-432-23-019-000 |
| 6. 600-432-23-006-000 | 19. 600-432-23-020-000 |
| 7. 600-432-23-007-000 | 20. 600-432-23-021-000 |
| 8. 600-432-23-008-000 | 21. 600-432-23-022-000 |
| 9. 600-432-23-009-000 | 22. 600-432-23-023-000 |
| 10. 600-432-23-010-000 | 23. 600-432-23-024-000 |
| 11. 600-432-23-011-000 | 24. 600-432-23-025-000 |
| 12. 600-432-23-013-000 | 25. 600-432-23-026-000 |
| 13. 600-432-23-014-000 | 26. 600-432-23-027-000 |

Village staff members are in support of the requested rezoning and submitted a Staff Report stating so. Notices of the request for rezoning were sent, pursuant to Section 1117.10(b) of the Shawnee Hills Zoning Code, to neighboring property owners at least 10 days in advance of the July 28th meeting. Three did attend the Commission meeting. Several asked questions, but no one expressed any objections to the proposed rezoning.

At the start of the meeting, I gave a brief explanation of a PUD and the process to obtain rezoning for one. I also stated the Memorandum of Understanding (MOU), which was part of the Preliminary Plan and concerned arrangements for paving the unimproved west end of E. Osage Drive, would not be considered by the Commission. It is not within the authority of the Commission to negotiate or bind the Village to terms of an MOU, though the Commission can condition its recommendation of the approval of rezoning upon the execution of such an MOU between the Village and the developer.

Mr. Joe Clase, and David and Merlina Galbreath were sworn in and presented the Preliminary Plan for the proposed LoPresti development, which is being called Osage Woods. The key features of the plan include nine (9) stand-alone patio homes to be developed in a single phase (seven (7) homes could have been built on the property with R-2 zoning); paving the undeveloped west end of E. Osage Drive; 15 feet between homes to allow for fire department access; installation of an 8" water line and two fire hydrants to connect existing lines at Shawnee Trail and Dublin Road; four-sided architectural details on the homes; driveways that accommodate four cars; individual mailboxes; and a Homeowners Association. There is also a 50' wide (.5 acre) open space easement along the south edge of the property to be maintained as green space. Building architecture and materials will be presented in the Final Development Plan. Stormwater infrastructure will be designed into the Final Development Plan and be subject to approval by the Village Engineer. As the homes are being marketed to empty-nesters, the impact of the proposed homes on Village services, utilities, schools and traffic is expected to be minimal. The Preliminary Plan appears to meet the criteria of Section 1117.08, Plan Contents, of the Zoning Code.

After reviewing the application, Preliminary Plan and its attached materials and listening to Mr. Clase and David and Merlina Galbreath, the Commission members thoroughly discussed the matter. The Commission and presenters also responded to several questions, though no objections, from neighboring property owners. The discussion showed the proposed Osage Woods PUD meets the criteria for plan approval under Section 1117.09 of the Zoning Code and will allow for an economic and efficient use of the land, would have minimal adverse traffic impacts, would provide housing suited to residents, would preserve open space and would provide a high quality of development, including public infrastructure, that would not be possible under standard zoning regulations.

A motion was made and seconded to recommend that Council approve this rezoning application 423-2019 and Preliminary Plan for Osage Woods, rezoning the listed parcels from R-2 Single Family District to Planned Unit Development, incorporating the Planning and Zoning Staff Report therein, and conditioned upon the execution of a Contract between the Village and LoPresti

Land LLC concerning the paving of the west end of E. Osage Drive. The motion passed with four ayes and one nay.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kathleen Isern".

Kathleen L. Isern
Chairperson
Shawnee Hills Planning and Zoning Commission

c: Planning and Zoning Commission Members
Brian Zets, Village Solicitor

Attachments: Rezoning application 423-19
Preliminary Plan for Osage Woods

ORDINANCE NO. 25-2020
ADOPTED ON _____

AN ORDINANCE TO AMEND SECTIONS 921.03(A) (POTABLE WATER USER CHARGES)
AND 921.03(B)(WELL WATER USER CHARGES)

WHEREAS, as economic development continues in the Village of Shawnee Hills, there are more residential structures being built. One positive impact of these additional homes is that there are more households paying water charges; and

WHEREAS, the Utilities, Service, and Technology Committee has been working with the Administration and determined the amount of money being collected for the debt service is more than the Village needs to pay the annual loan payment. Consequently, the debt service amount can be reduced; and

WHEREAS, from these discussions, the UST Committee recommended the debt service (DSC), for Del-Co Water Users and Well Water Users, be lowered from \$23.56 to \$18.90. It also recommended the storm water rate per ERU, for Del-Co Water Users and Well Water Users, be increased from \$2.25 to \$2.98; and

WHEREAS, Council for the Village of Shawnee Hills now wants to accept these recommendations and amend the Sections 921.03(a) and (b) accordingly.

NOW, **THEREFORE, BE IT ORDAINED** by the Council of the Village of Shawnee Hills, County of Delaware, State of Ohio:

SECTION 1: Section 921.03(a) and (b) shall be amended to read as follows:

(a) Potable Water User Charge. The Village will not provide free service to anyone. Each potable water user shall pay for the sewer service provided by the Village of Shawnee Hills based on water use as determined by Del-Co Water Company, Inc. The monthly sewer service charge for each user shall be based on the cost of water usage, operation cost, maintenance and repair (OMR), debt service (DSC), and any applicable sewer surcharge rate (SSR). Each month, each Potable Water User shall pay the following:

A flat fee of \$15.70 + \$0.69 for every 100 gallons of water used (as read and recorded by Del-Co Water Company) + a flat fee of \$18.90 (DSC) + \$2.98 per ERU + any applicable SSR

(b) Well Water User Charge. The Village will not provide free service to anyone. Each well water user shall pay for the sewer service provided by the Village of Shawnee Hills. The monthly sewer service charge for each user shall be based on the cost of water usage, operation cost, maintenance and repair (OMR), debt service (DSC), and any applicable sewer surcharge rate (SSR). Each month, each Well Water User shall pay the following:

A flat fee of \$34.89 + a flat fee of \$18.90 (DSC) + \$2.98 per ERU + any applicable SSR

SECTION 2: All other Sections and Sub-Sections of Chapter 921 of the Codified Ordinances of the Village of Shawnee Hills shall remain unchanged, in effect, and enforceable.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the Village of Shawnee Hills which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 4: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereto.

SECTION 5: This Ordinance shall take effect at the earliest time allowed by law, but the amendments set forth in Section 1 will not be implemented until the December 2020 billing cycle.

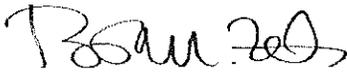
Passed in Council this _____ day of _____ 2020.

Attest: _____
Fiscal Officer

Mayor

APPROVED:

Approved as to form this 23rd day of September 2020:



Brian M. Zets, Esq.
Village Solicitor

ORDINANCE NO.: 26-2020

ADOPTED ON: _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FISCAL OFFICER TO TRANSFER THE UNEXPENDED BALANCE OF THE MAYOR'S COURT COMPUTER FUND TO THE GENERAL FUND AND CLOSE THE MAYOR'S COURT COMPUTER FUND

WHEREAS, the Village of Shawnee Hills previously established the Mayor's Court Computer Fund to account for the revenues and expenditures of the Mayor's Court; and

WHEREAS, earlier this year, the Village of Shawnee Hills terminated operation of its mayor's court, transferred some pending cases to the Delaware County Municipal Court, dismissed and closed the remaining cases, and paid all outstanding Mayor's Court obligations; and

WHEREAS, the Mayor's Court Computer Fund currently has an unexpended balance of \$1,030.14; and

WHEREAS, R.C. 5705.14(D) allows the unexpended balance of any fund, other than an improvement fund existing under R.C. 5705.09(D), (F), and (G), to be transferred to the general fund after the termination of the activity, service of undertaking for which the special fund existed, but only after the payment of all obligations incurred and payable from such special fund; and

WHEREAS, now that all obligations incurred and payable from the Mayor's Court Computer Fund have been paid and the Village terminated its mayor's court, Council for the Village of Shawnee Hills wants to transfer the remaining unexpended balance from the Mayor's Court Computer Fund to the General Fund and close the Mayor's Court Computer Fund.

NOW, **THEREFORE, BE IT ORDAINED** by the Council of the Village of Shawnee Hills, County of Delaware, State of Ohio:

SECTION 1: Council for the Village of Shawnee Hills hereby authorizes and directs the Fiscal Officer to:

- a. Transfer the unexpended balance of the Mayor's Court Computer Fund to the General Fund
- b. Close the Mayor's Court Computer Fund

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision-making bodies of the Village of Shawnee Hills which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereto.

SECTION 4: This Ordinance shall take effect at the earliest time allowed by law.

Vote on resolution: yea, _____ . Nay _____ .

Passed in Council this _____ day of _____ 2020.

Attest: _____
Fiscal Officer

Mayor

APPROVED:

Approved as to form this 24th day of September 2020:



Brian M. Zets, Esq.
Village Solicitor

ORDINANCE 28-2020

AN ORDINANCE TO APPROPRIATE FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF SHAWNEE HILLS, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021

SECTION 1. Be it resolved by the Council of the Village of Shawnee Hills, State of Ohio, that to provide for current expenses and other expenditures of the said Village of Shawnee Hills during the fiscal year ending December 31, 2019, the following sums be and they are hereby set aside and reappropriated as follows:

SECTION 2. That there be appropriated from the GENERAL FUND
SECURITY OF PERSON AND PROPERTY
Police Law Enforcement

Personal Services	313,712.63	
All Other Expenses	58,814.98	
TOTAL SECURITY OF PERSON AND PROPERTY		372,527.61

COMMUNITY ENVIRONMENT
Community Planning and Zoning

Personal Services	66,080.00	
All Other Expenses	29,500.00	
TOTAL COMMUNITY ENVIRONMENT		95,580.00

GENERAL GOVERNMENT
Mayor

Personal Services	5,382.50	
All Other Expenses	400.00	
Total Mayor		5,782.50

Council

Personal Services	8,255.00	
All Other Expenses	1,852.00	
Total Council		10,107.00

Fiscal Officer

Personal Services	33,427.82	
All Other Expenses	29,715.66	
Total Fiscal Officer		63,143.48

Lands and Buildings

Personal Services 17,668.00
All Other Expenses 28,450.00

Total Lands and Buildings 47,418.00

Solicitor

All other Expenses 25,000.00 25,000.00

Other General Government

Personal Services 1,531.00
All Other Expenses 30,880.00

Total Other General Government 32,411.00

Debt Service

Principal and Interest 38,162.14

Total Debt Service 38,162.41

TOTAL GENERAL GOVERNMENT 220,724.39

GRAND TOTAL GENERAL FUND 688,832.00

SECTION 2. That there be appropriated from the following SPECIAL REVENUE FUNDS

TRANSPORTATION

Street Construction Maintenance and Repair

Personal Services 29,399.00
Debt Retirement 4,603.04
All Other Expenses 305,997.96

Total Street Cons. Maint. And Repair 340,000.00

State Highway

All Expenses 3,000.00

Total State Highway 3,000.00

Drug Law Enforcement

All Expenses 534.41

Total Drug Law Enforcement 534.41

Law Enforcement Trust

All Expenses 5,000.00

Total Law Enforcement Trust 5,000.00

Enforcement and Education

All Expenses 1,220.85

Total Enforcement and Education 1,220.85

Mayor's Court Computer

All Expenses 1,030.14

Total Mayor's Court Computer 1,030.14

Fire Levy

All Expenses 200,200.00

Total Fire Levy 200,200.00

Weed

All Expenses 3,500.00

Total Weed 3,500.00

TIF

All Expenses 28,000.00

Total TIF 28,000.00

TIF 2

All Expenses 16,000.00

Total TIF 2 16,000.00

Veteran's Memorial

All Expenses 248.97

Total Veteran's Memorial 248.97

TOTAL SPECIAL REVENUE FUNDS 598,734.37

SECTION 3. That the following be appropriated from the CAPITAL PROJECTS FUND

Capital Projects

Debt Retirement 25,000.00

TOTAL CAPITAL PROJECTS 25,000.00

Section 4. That the following be appropriated from the following ENTERPRISE FUNDS

Sewer Operating

Personal Services 31,799.00

All Other Expenses 158,201.00

Total Sewer Operating 190,000.00

Storm Sewer

All Expenses 30,000.00

Total Storm Sewer 30,000.00

Debt Service

Debt Retirement 79,722.41

Total Debt Retirement 79,722.41

TOTAL ENTERPRISE FUNDS \$299,722.41

GRAND TOTAL ALL FUNDS 1,587,288.78

Payment Listing

9/30/2020 to 10/31/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
693-2020	09/30/2020	09/28/2020	EP	Russell C Baron	\$1,194.63	C
694-2020	09/30/2020	09/28/2020	EP	William C Bartram	\$254.39	C
695-2020	09/30/2020	09/28/2020	EP	Ryan S Campbell	\$536.86	C
696-2020	09/30/2020	09/28/2020	EP	Erin A Cullen	\$986.39	C
697-2020	09/30/2020	09/28/2020	EP	Richard T Ey	\$470.35	C
698-2020	09/30/2020	09/28/2020	EP	John W Gough	\$353.27	C
699-2020	09/30/2020	09/28/2020	EP	Joshua M Hoar	\$933.30	C
700-2020	09/30/2020	09/28/2020	EP	Mark S Katzenbach	\$1,118.89	C
701-2020	09/30/2020	09/28/2020	EP	Anthony M Larosa	\$735.43	C
702-2020	09/30/2020	09/28/2020	EP	Dorian R Martin	\$627.24	C
703-2020	09/30/2020	09/28/2020	EP	Shirley A Roskoski	\$1,240.83	C
704-2020	09/30/2020	09/28/2020	EP	Dennis C Thompson	\$741.45	C
706-2020	09/30/2020	09/28/2020	EW	Ohio Deferred Compensation	\$25.00	C
709-2020	10/02/2020	10/02/2020	EW	Anthem Blue Cross/Blue Shield	\$1,196.72	O
710-2020	10/02/2020	10/02/2020	CH	Anthem	\$2,904.47	O
711-2020	10/02/2020	10/02/2020	CH	Ohio Bureau of Workers Compensation	\$279.88	O
712-2020	10/02/2020	10/02/2020	CH	Columbia Gas of Ohio	\$35.72	O
713-2020	10/02/2020	10/02/2020	CH	Columbia Gas of Ohio	\$51.00	O
714-2020	10/02/2020	10/02/2020	CH	Columbia Gas of Ohio	\$34.33	O
715-2020	10/02/2020	10/02/2020	CH	AT&T	\$101.51	O
716-2020	10/02/2020	10/02/2020	CH	KS State Bank	\$575.38	O
717-2020	10/02/2020	10/02/2020	CH	KS State Bank	\$586.54	O
718-2020	10/02/2020	10/02/2020	CH	KS State Bank	\$204.99	O
719-2020	10/02/2020	10/02/2020	CH	Del Co Water Co., Inc	\$12.00	O
720-2020	10/02/2020	10/02/2020	CH	Del Co Water Co., Inc	\$12.00	O
721-2020	10/02/2020	10/02/2020	CH	Del Co Water Co., Inc	\$12.00	O
722-2020	10/05/2020	10/05/2020	EW	Ohio Treasurer of State	\$891.74	O
723-2020	10/05/2020	10/05/2020	EW	Regional Income Tax Agency	\$856.28	O
724-2020	10/05/2020	10/05/2020	EW	US Treasury	\$4,643.05	O
725-2020	10/05/2020	10/05/2020	EW	Ohio Police & Fire Fund	\$3,954.60	O
726-2020	10/05/2020	10/05/2020	EW	Ohio Public Employees Retirement System	\$3,756.23	O
727-2020	10/05/2020	10/05/2020	CH	Ohio Dept. of Job and Family Services	\$199.55	O
729-2020	10/06/2020	10/06/2020	CH	Quill Corporation	\$46.98	O
730-2020	10/06/2020	10/06/2020	CH	Ohio Edison	\$516.51	O
731-2020	10/06/2020	10/06/2020	CH	Rumpke	\$16.94	O
732-2020	10/06/2020	10/06/2020	CH	Rumpke	\$16.94	O
733-2020	10/06/2020	10/06/2020	CH	AT&T	\$101.51	O
734-2020	10/06/2020	10/06/2020	CH	AT&T	\$45.45	O
735-2020	10/08/2020	10/08/2020	CH	Isaac Wiles	\$3,063.00	O
736-2020	10/08/2020	10/08/2020	CH	Discover Business Card	\$1,618.62	O
3038	09/30/2020	09/28/2020	PR	Scott C Emch	\$289.37	O
3039	09/30/2020	09/28/2020	PR	Linda C Goetz	\$436.01	O
3040	09/30/2020	09/28/2020	PR	Justin D Logan	\$66.36	O
3041	09/30/2020	09/28/2020	WH	Ohio Child Support Payment Central	\$210.20	O
3042	09/30/2020	09/30/2020	AW	Staats Plumbing LLC	\$50.00	O
3043	09/30/2020	09/30/2020	AW	Anthem Life	\$72.60	O

Payment Listing

9/30/2020 to 10/31/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
3044	10/02/2020	10/02/2020	AW	Biometric Information Management	\$1,836.00	O
3045	10/02/2020	10/02/2020	AW	The Baldwin Group, Inc.	\$433.00	O
3046	10/02/2020	10/02/2020	AW	Mark Katzenbach	\$180.46	O
3047	10/06/2020	10/06/2020	AW	Dell	\$886.21	O
3048	10/06/2020	10/06/2020	AW	Zettler Hardware	\$136.11	O
3049	10/06/2020	10/06/2020	AW	Columbus Tire Company	\$391.47	O
3050	10/06/2020	10/06/2020	PR	Geoffrey M Hanna	\$271.05	O
3051	10/08/2020	10/08/2020	AW	Galls, LLC	\$155.92	O
3052	10/08/2020	10/08/2020	AW	Holstein & Associates LLC	\$70.76	O
3053	10/08/2020	10/08/2020	AW	Vance's Law Enforcement	\$205.00	O
3054	10/08/2020	10/08/2020	AW	Driven Excavating, LLC	\$13,835.18	O
Total Payments:					\$54,477.67	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					<u>\$54,477.67</u>	

Fund Status

As Of 10/9/2020

Fund Number	Fund Name	% of Total Pooled	Fund Balance	Investments (Non-Pooled)	Checking & Pooled Investments (Pooled)
1000	General	28.563%	\$227,421.84	\$0.00	\$227,421.84
2011	Street Construction, Maint. and Repair	26.665%	\$212,320.90	\$0.00	\$212,320.90
2021	State Highway	2.971%	\$23,653.49	\$0.00	\$23,653.49
2041	Parks and Recreation	0.000%	\$0.00	\$0.00	\$0.00
2061	PD Body Armor	0.135%	\$1,073.83	\$0.00	\$1,073.83
2062	Continuing Professional Training	0.000%	\$0.00	\$0.00	\$0.00
2081	Drug Law Enforcement	0.067%	\$534.41	\$0.00	\$534.41
2082	Indigent Driver's Interlock & Monitoring	0.048%	\$385.84	\$0.00	\$385.84
2091	Law Enforcement Trust	0.668%	\$5,319.72	\$0.00	\$5,319.72
2151	Coronavirus Relief Fund	3.711%	\$29,549.31	\$0.00	\$29,549.31
2271	Enforcement and Education	0.153%	\$1,220.85	\$0.00	\$1,220.85
2901	Mayor's Court Computer	0.000%	\$0.00	\$0.00	\$0.00
2902	Fire Levy	6.288%	\$50,072.39	\$0.00	\$50,072.39
2903	Weed	0.496%	\$3,947.95	\$0.00	\$3,947.95
2904	TIF	1.707%	\$13,593.16	\$0.00	\$13,593.16
2905	TIF 2	7.012%	\$55,830.18	\$0.00	\$55,830.18
2907	Veteran's Memorial	0.031%	\$248.97	\$0.00	\$248.97
4901	Other Capital Projects	0.000%	\$0.00	\$0.00	\$0.00
5201	Sewer Operating	4.251%	\$33,850.58	\$0.00	\$33,850.58
5202	Sewer Replacement	8.289%	\$66,005.09	\$0.00	\$66,005.09
5601	Storm Sewer System	1.382%	\$11,006.03	\$0.00	\$11,006.03
5721	Enterprise Debt Service	7.563%	\$60,224.35	\$0.00	\$60,224.35
9901	Mayor's Court	0.000%	\$0.00	\$0.00	\$0.00
All Funds Total			<u>\$796,258.89</u>	<u>\$0.00</u>	<u>\$796,258.89</u>
Pooled Investments					\$0.00
Secondary Checking Accounts					\$3,856.93
Available Primary Checking Balance					\$792,401.96

Last reconciled to bank: 09/30/2020 – Total other adjusting factors: \$0.00