



# ORDINANCE 2020-01

## OF THE VILLAGE OF ASHVILLE

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE A PERSONAL SERVICE AGREEMENT FOR LEGAL SERVICES WITH MARK LANDES, AND DECLARING AN EMERGENCY



WHEREAS, on January 26, 2018, the Village of Ashville retained the law firm of Isaac Wiles Burkholder & Teetor, LLC, and in particular, attorney Mark Landes, to serve as its Village Solicitor; and  
WHEREAS, the personal services contract for legal services expires January 28, 2020; and  
WHEREAS, Council for the Village of Ashville understands and recognizes its need to retain an individual and law firm with a peculiar skill and aptitude to serve as Village Solicitor; and  
WHEREAS, Council for the Village of Ashville is pleased with the level of service and work being performed currently by its Village Solicitor, and wants to continue this professional relationship; and  
WHEREAS, Council for the Village of Ashville now wants to retain again the services of attorney Mark Landes to serve as Village Solicitor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

### SECTION I

The Village Administrator and Fiscal Officer are hereby authorized and directed to enter into an Agreement for Legal Services, in substantially the same format and content, as the document attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the Village of Ashville.

### SECTION II

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 Council and any of the decision making bodies of the Village of Ashville 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 III

All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.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

Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that Village Council needs to approve and enter into this Agreement as soon as possible in order to continue providing the Village with uninterrupted legal services. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: Nelson R. Embrey

Seconded by: Tracie N. Sorvillo

Upon roll call on the adoption of the ordinance, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brad B. Lutz	<input type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
												Tracie N. Sorvillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Excused Absence

PASSED THIS 27<sup>th</sup> DAY OF JANUARY, 2020

ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 2/3/2020

APPROVED:  
  
Charles K. Wise, Mayor

DATE: 3/4/2020

Prepared: 01/02/2020  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 27<sup>th</sup> day of January 2020, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



### AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”), is entered into and effective this 7<sup>th</sup> day of January, 2020, by and between Mark Landes and the Village of Ashville (the “Village”), pursuant to Ordinance No. 2020-01, passed by Village Council on January 6, 2020.

In consideration of the mutual promises contained herein, Mark Landes and the Village agree as follows:

1. **Purpose of Representation.** Pursuant to the laws of the State of Ohio, the Village hereby retains Mark Landes to serve as Village Solicitor for the Village and its elected and appointed officials. As Solicitor, Mark Landes shall be responsible for performing any and all duties pursuant to all Village Ordinances and laws of the State of Ohio.
2. **Scope of Representation.** Mark Landes shall from time when called upon by members of Village Council or any other Village Official (elected or appointed), render any and all such legal services as Village Solicitor as may be requested, including, but not limited to: ordinance and document preparation; initiate and defend litigation (administrative, state, or federal actions); 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 may be specifically requested; and perform any other duties as requested by the Village, its Council, or Officials, elected or appointed.

Mark Landes 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 Mark Landes through Village Council, the Mayor, Village Administrator, and/or Fiscal Officer. Mark Landes will perform only such legal services for the Village that are authorized and requested.

3. **Compensation.** Mark Landes shall compile a monthly itemized statement of services rendered, funds advanced, and expenses incurred and shall submit same to the Village Administrator 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 Mark Landes for all legal services rendered at an hourly rate. Time devoted by attorneys will be charged at a rate of \$170.00 per hour and time devoted by paralegals will be charged at a rate of \$85.00 per hour, payable monthly. All time will be invoiced in .10/hour intervals. The Village shall reimburse Mark Landes for any and all costs advanced on behalf of the Village. The Village also shall reimburse Mark Landes for expenses incurred for large copy projects and any necessary courier charges.

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 Mark Landes 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, Mark Landes shall be entitled to assume 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.** Mark Landes shall be designated as Village Solicitor and shall be the primary attorney and contact person for the Village. All other attorneys at his firm are Assistant Solicitors when acting on behalf of the Village.
5. **Terms of Agreement.** Is it agreed and understood by and between the Village and Mark Landes that the term of this Agreement shall be for two years beginning **January 28, 2020**, and may be terminated by either Mark Landes or the Village upon thirty (30) days written notice.
6. **Settlement Authority.** No settlement of any nature shall be made for any Village claim or suit without approval of Village Council.
7. **Professional Liability Insurance.** The Solicitor, as well as all Mark Landes 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 Mark Landes represents other Ohio municipalities and non-municipal clients, in addition to the Village, Mark Landes will take reasonable efforts to recognize and disclose to the Village, any potential conflict. Mark Landes and the Village acknowledge and understand conflicts of interest between the Village and other clients of Mark Landes could occur from time to time. If possible that during the time Mark Landes is serving as Village Solicitor, some of Mark Landes' present or future clients will have disputes or transactions with the Village. The Village agrees Mark Landes may continue to represent or may undertake in the future to represent existing or new clients in any matter not substantially related to Mark Landes' work for the Village. Mark Landes agrees, however, the Village's prospective consent to conflicting representation shall not apply in any instance where, as a result of its representation the Village, Mark Landes has obtained propriety or other confidential information of information of a nonpublic nature, that, if known to such other clients, could be used in any such other matter by such client to the Village's material disadvantage.
9. **Applicable Laws.** Mark Landes 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. **Notice.** All notice and other communication 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 hand, or on the next business day if delivered by a recognized overnight courier, or when actually delivered if mailed by certified mail, return requested at the following addresses:

If to the Village of Ashville:  
Franklin Christman, Administrator  
VILLAGE OF ASHVILLE  
200 East Station Street  
PO Box 195  
Ashville, Ohio 43103

If to Mark Landes:

Mark Landes, 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 enforcement 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. The intent of this Section is that if any provisions are found invalid, void, or unenforceable, they are to be severed from the Agreement, and the remaining provisions shall be considered independent, valid, and enforceable.
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 law 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 Mark Landes. The Agreement may be amended or modified only in writing and executed by the Village and Mark Landes.
14. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the Village or Mark Landes 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 Mark Landes 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 Mark Landes, as required by the Ohio Revised Code. The Village and Mark Landes agree that since this is a personal service contract, no Public Employee’s Retirement System deductions will be made from Mark Landes’ compensation nor paid to the Public Employee’s Retirement System of Ohio.

**VILLAGE OF ASHVILLE**

By: Franklin Christman  
Franklin Christman  
Village Administrator

By: April Grube  
April Grube  
Fiscal Officer

By: \_\_\_\_\_  
Mark Landes Esq.

**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.

2/3/2020  
Date

April Grube  
April Grube, Fiscal Officer

15. **Personal Service Contract.** The Village and Mark Landes 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 Mark Landes, as required by the Ohio Revised Code. The Village and Mark Landes agree that since this is a personal service contract, no Public Employee’s Retirement System deductions will be made from Mark Landes’ compensation nor paid to the Public Employee’s Retirement System of Ohio.

**VILLAGE OF ASHVILLE**

By: Franklin Christman  
Franklin Christman  
Village Administrator

By: April Grube  
April Grube  
Fiscal Officer

By: Mark Landes  
Mark Landes Esq.

**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.

2/3/2020  
Date

April Grube  
April Grube, Fiscal Officer



# ORDINANCE 2020-02

## OF THE VILLAGE OF ASHVILLE



AN ORDINANCE TO AMEND 2000-11 AND 2009-20 TO REFLECT CHANGES IN THE VILLAGE OF ASHVILLE PAY ORDINANCE. THIS ORDINANCE DESIGNATES CERTAIN VILLAGE BENEFITS AS 155.05 SICK LEAVE AND OTHER TIME AS 155.07 PERSONAL TIME. THIS ORDINANCE ESTABLISHES A NEW FORMULA FOR THE GENERATION OF SICK LEAVE AND PERSONAL LEAVE, AND TO DECLARE AN EMERGENCY.

WHEREAS, Council for the Village of Ashville want to provide Sick Leave and Personal Time Leave; and  
WHEREAS, Council for the Village of Ashville now wants to change how that time is generated.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

NOW, THEREFORE, Be it ordained by Council of the Village of Ashville, Pickaway County, and State of Ohio:

### SECTION I

The following changes would occur to Section 155.05 and 155.07:

#### 155.05 SICK LEAVE.

Each employee shall be entitled for each completed 80 hours of service, sick leave of three and two-tenths (3.2) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury or death in an employee's immediate family. Unused sick leave shall be accumulated up to 120 days. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from the previously scheduled workday. Each employee shall furnish a satisfactory written signed statement to justify sick leave. If medical attention or after three consecutive days of sick leave are used, a certificate stating the nature of the illness from a licensed physician may shall be required to justify the use of sick leave. Payment for unused sick leave shall be the same as provided for under the Ohio Revised Code. Sick leave is not counted towards hours worked for overtime purposes.

#### 155.07 PERSONAL TIME.

(a) Each employee shall be entitled for each completed 80 hours of service, personal time of one and five and four-tenths (1.54) hours with pay. Unused personal time shall be accumulated up to forty (40) per year.

(b) Personal time can be used in hourly increments. It is used at the discretion of the employee and will follow the procedures specified in Policy and Procedure "Requesting Time Off 2.08".

### SECTION II

Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that Village Council needs to approve and enter into this Agreement as soon as possible in order to continue providing the Village with uninterrupted legal services. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: Tracie N. Sorvillo

Seconded by: Nelson R. Embrey

Upon roll call on the adoption of the ordinance, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brad B. Lutz	<input type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tracie N. Sorvillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Excused Absences

PASSED THIS 6<sup>th</sup> DAY OF JANUARY, 2020

ATTEST:

\_\_\_\_\_  
April D. Grube, Clerk-Fiscal Officer

APPROVED:

\_\_\_\_\_  
Charles K. Wise, Mayor

Prepared: 01/02/2020

Revised Date:

Review Date:

#### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 6<sup>th</sup> day of January 2020, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)





# ORDINANCE 2020-03

## OF THE VILLAGE OF ASHVILLE



AN ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR THE CURRENT YEAR'S EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ASHVILLE, STATE OF OHIO, BASED UPON THE AMENDED CERTIFICATE OF RESOURCES ISSUED BY THE PICKAWAY COUNTY BUDGET COMMISSION FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, be it ordained by the Council of the Village of Ashville, State of Ohio the following:

**SECTION ONE:**

That the 2020 Temporary Appropriation Ordinance (Ordinance 2019-16) is hereby amended and this Ordinance becomes the Final Appropriation Ordinance for 2020 based upon the Certificate of Estimated Resources. The amounts are listed on Exhibit I, which is part of this Ordinance.

**SECTION TWO:**

That the "Non-binding Narrative for the 2020 Budget" remark is defined as an indication of management's intended allocation of amounts approved by Council and that it does not indicate the legal level of control established by Council in Section Three.

**SECTION THREE:**

The Village Fiscal Officer is hereby authorized to make payments from any of the foregoing appropriations and to make supplemental appropriations between "Object" codes within the same "Fund" and "Program" area as provided by the Ohio Revised Code (ORC) with the exception of "Object" codes 590 and 690 from which only the Mayor and/or Village Administrator are authorized to approve expenditures or supplemental appropriations.

**SECTION FOUR:**

That the Village Council hereby authorizes that funds may be expended for coffee, meals, refreshments and /or other amenities for municipal officers, employees or other persons.

**SECTION FIVE:**

All interest earned by the Village of Ashville unless indicated otherwise by the (ORC) will be applied to the General Fund.

**SECTION SIX:**

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this Ordinance to meet the fiscal obligations of the Village and will go into effect immediately upon its passage by Council.

Offered by: Nelson R. Embrey

Seconded by: Roger L. Clark

Upon roll call on the adoption of the resolution, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brad B. Lutz	<input type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
												Tracie N. Sorvillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Excused Absences

**PASSED THIS 16<sup>th</sup> DAY OF MARCH, 2020**

**ATTEST:**

April D. Grube, Clerk-Fiscal Officer

DATE: 3/18/2020

**APPROVED:**

Charles K. Wise, Mayor

DATE: 20 MAR 20

Prepared: 02/07/2020  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**  
I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 16<sup>th</sup> day of March 2020, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



2020 Permanent Expense Appropriation Budget

Draft

Description	Fund / Program	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Other - Personal Services	1000-110-190-0000	\$455,797.65			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods, Differential
Ohio Public Employees Retirement System	1000-110-211-0000	\$0.00			17.63%
Medicare	1000-110-213-0000	\$6,609.07			1.45%
Ohio Police and Fire Pension Fund	1000-110-215-0000	\$88,880.54			19.50%
Medical/Hospitalization/Vision	1000-110-221-0000	\$108,973.43			Healthcare Premium & Deductible
Dental Insurance	1000-110-223-0000	\$5,361.75			Healthcare Premium & Deductible
Workers' Compensation	1000-110-225-0000	\$8,733.54			1.92%
Other - Insurance Benefits	1000-110-229-0000	\$823.23			Healthcare Insurance Administration Fee
Travel and Transportation	1000-110-252-0000	\$0.00			
Uniforms and Clothing	1000-110-270-0000	\$7,827.57			
Other - Employee Fringe Benefits	1000-110-290-0000	\$0.00			
Utilities	1000-110-310-0000	\$2,400.42			
Communications, Printing and Advertising	1000-110-320-0000	\$0.00			
Training Services	1000-110-348-0000	\$0.00			
Other - Other Contractual Services	1000-110-399-0000	\$62,960.08			
Other-Other Contractual Services (Court Fines Arrest Authority Fund)	1000-110-399-1000	\$0.00			
Operating Supplies and Materials	1000-110-420-0000	\$29,974.25			Chairs, New Badges, Exterior Lighting, Flag Pole
Repairs and Maintenance of Motor Vehicles	1000-110-433-0000	\$17,818.34			Vehicle Maintenance
Fuel, Oil, & etc.	1000-110-439-0000	\$14,292.91			Fuel & Oil
Other - Capital Outlay	1000-110-590-0000	\$10,795.64			New Cruiser (1), Card Reader Security Cameras, Copy Machine, Garage door, HVAC Station
Other - Other	1000-110-690-0000	\$20,000.00			Expenditure at the Discretion of Mayor or VA
<b>Police Total</b>			<b>\$841,248.39</b>		
Electricity	1000-130-311-0000	\$44,476.43			
Other - Other	1000-130-690-0000	\$2,000.00			Expenditure at the Discretion of Mayor or VA Lighting
<b>Street Lighting Total</b>			<b>\$46,476.43</b>		
Payment to Another Political Subdivision	1000-210-640-0000	\$17,888.74			Health Department
Other - Other	1000-210-690-0000	\$1,000.00			Expenditure at the Discretion of Mayor or VA
<b>County Health Total</b>			<b>\$18,888.74</b>		
Other - Other Contractual Services	1000-290-399-0000	\$515.00			Indigent Burials
Other - Other	1000-290-690-0000	\$500.00			Expenditure at the Discretion of Mayor or VA
<b>Other Public Health Total</b>			<b>\$1,015.00</b>		
Uniforms and Clothing	1000-310-270-0000	\$0.00			
Other - Other Contractual Services	1000-310-399-0000	\$2,984.88			Expenditure at the Discretion of Mayor or VA
Operating Supplies and Materials	1000-310-420-0000	\$1,199.97			
Other - Other	1000-310-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Fun-in-the-Sun Total</b>			<b>\$9,184.85</b>		
Other - Personal Services	1000-320-190-0000	\$20,538.79			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-320-211-0000	\$2,875.43			14.00%
Social Security	1000-320-212-0000	\$0.00			0.00%
Medicare	1000-320-213-0000	\$267.42			
Medical/Hospitalization/Vision	1000-320-221-0000	\$6,611.66			Healthcare Premium & Deductible
Dental Insurance	1000-320-223-0000	\$27.08			Healthcare Premium & Deductible
Workers' Compensation	1000-320-225-0000	\$393.54			1.92%
Other - Insurance Benefits	1000-320-290-0000	\$32.64			
Uniforms and Clothing	1000-320-270-0000	\$162.71			
Utilities	1000-320-310-0000	\$2,486.75			
Communications, Printing and Advertising	1000-320-320-0000	\$0.00			
Other - Other Contractual Services	1000-320-399-0000	\$12,323.56			
Operating Supplies and Materials	1000-320-420-0000	\$5,376.84			
Other - Capital Outlay	1000-320-590-0000	\$17,127.98			Open Shelter House Roof-Scag Cheetah 61"
Other - Other	1000-320-690-0000	\$0.00			Expenditure at the Discretion of Mayor or Village Administrator

2020 Permanent Expense Appropriation Budget

Draft

Description	Fund / Program	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Other - Other	1000-320-690-1000	\$10,000.00			Expenditure at the Discretion of Mayor or VA (Park Camera)
<b>Park Total</b>			<b>\$78,224.39</b>		
Utilities	1000-330-310-0000	\$1,961.24			
Other - Other Contractual Services	1000-330-399-0000	\$77.25			
Other - Other	1000-330-690-0000	\$1,000.00			Expenditure at the Discretion of Mayor or VA
<b>Culture Museum Total</b>			<b>\$3,038.49</b>		
Other - Personal Services	1000-410-190-0000	\$17,787.12			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-410-211-0000	\$2,490.20			14.00%
Medicare	1000-410-213-0000	\$257.91			1.45%
Medical/Hospitalization/Vision	1000-410-221-0000	\$2,578.15			Healthcare Premium & Deductible
Dental Insurance	1000-410-223-0000	\$81.23			Healthcare Premium & Deductible
Workers' Compensation	1000-410-225-0000	\$340.82			1.92%
Other - Insurance Benefits	1000-410-229-0000	\$13.06			
Travel and Transportation	1000-410-252-0000	\$6.48			
Communications, Printing and Advertising	1000-410-320-0001	\$0.00			
Professional and Technical Services	1000-410-340-0000	\$0.00			
Other - Other Contractual Services	1000-410-399-0000	\$12,116.97			
Other - Other Contractual Services CEDA	1000-410-399-1003	\$13,130.52			
Other - Other Contractual Services JEDD	1000-410-399-1004	\$0.00			
Operating Supplies and Materials	1000-410-420-0000	\$1,521.97			
Operating Supplies and Materials CEDA	1000-410-420-1003	\$0.00			
Operating Supplies and Materials JEDD	1000-410-420-1004	\$0.00			
Other - Other	1000-410-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Total Planning and Zoning/Building Dept.</b>			<b>\$55,324.43</b>		
Other Community Service	1000-490-399-0000	\$0.00			
Other Community Service	1000-490-420-0000	\$0.00			Expenditure at the Discretion of Mayor or VA
			<b>\$0.00</b>		
Other - Other Contractual Services	1000-533-399-0001	\$0.00			
			<b>\$0.00</b>		
Other - Personal Services	1000-561-190-0000	\$12,095.24			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-561-211-0000	\$1,693.33			14.00%
Medicare	1000-561-213-0000	\$175.38			1.45%
Medical/Hospitalization/Vision	1000-561-221-0000	\$7,468.09			Healthcare Premium & Deductible
Dental Insurance	1000-561-223-0000	\$92.06			Healthcare Premium & Deductible
Workers' Compensation	1000-561-225-0000	\$231.76			1.92%
Other - Insurance Benefits	1000-561-229-0000	\$17.09			Healthcare Insurance Administration Fee
Other - Insurance Benefits	1000-561-229-0001	\$21.37			
Communications, Printing and Advertising	1000-561-320-0000	\$0.00			
Garbage and Trash Removal	1000-561-398-0000	\$415,740.07			Consortium 3 Rate
Other - Other Contractual Services	1000-561-399-0000	\$2,704.47			
Other - Other Contractual Services Harrison Township	1000-561-399-1561	\$0.00			
Operating Supplies and Materials	1000-561-420-0000	\$4,804.42			
Operating Supplies and Materials Harrison Township	1000-561-420-1561	\$0.00			
Other - Other	1000-561-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA (Tonage Fee)
<b>Refuse Total</b>	<b>\$0.00</b>		<b>\$450,043.29</b>		
Other - Personal Services	1000-610-190-0000	\$138,623.29			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-610-211-0000	\$19,407.26			14.00%
Medicare	1000-610-213-0000	\$2,010.04			1.45%
Medical/Hospitalization/Vision	1000-610-221-0000	\$45,245.72			Healthcare Premium & Deductible
Dental Insurance	1000-610-223-0000	\$812.27			Healthcare Premium & Deductible
Workers' Compensation	1000-610-225-0000	\$2,656.16			1.92%

2020 Permanent Expense Appropriation Budget

Draft

Description	Fund / Program / Object #	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object Total	Program Total	Fund Total	
Account Name	Account Code				
Other - Insurance Benefits	1000-610-229-0000	\$145.58			
Uniforms and Clothing	1000-610-270-0000	\$206.00			
Utilities	1000-610-310-0000	\$0.00			
Streets, Highways, Curbs and Sidewalks(CONSTRUCTION RESERVE)	1000-610-396-5000	\$0.00			
Streets, Highways, Curbs and Sidewalks(GRANT MATCHING FUNDS)	1000-610-396-5002	\$0.00			
Other - Other Contractual Services	1000-610-399-0000	\$9,113.66			
Operating Supplies and Materials	1000-610-420-0000	\$912.26			
Other Capital Outlay	1000-610-433-0000	\$0.00			
Other Misc.	1000-610-590-0000	\$17,623.70			
Traffic Signs and Signals	1000-610-690-000	\$6,717.94			Expenditure at the Discretion of Mayor or VA
Principal	1000-610-710-0000	\$0.00			
Interest	1000-610-720-0000	\$0.00			
Other - Other Contractual Services	1000-650-420-0000	\$0.00			
Other - Other	1000-670-399-0000	\$821.41			
Other - Other	1000-670-690-0000	\$5,000.00			Extra Money for Sidewalks Expenditure at the Discretion of Mayor or VA
<b>Streets Department Total</b>			<b>\$249,295.29</b>		
Salary - Administrator	1000-710-131-0000	\$46,216.56			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Salaries - Administrator's Staff	1000-710-132-0000	\$24,027.12			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Salary - Mayor	1000-710-161-0000	\$12,374.61			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-710-211-0000	\$11,566.56			14.00%
Social Security	1000-710-212-0000	\$0.00			
Medicare	1000-710-213-0000	\$1,197.97			1.45%
Medical/Hospitalization/Vision	1000-710-221-0000	\$29,206.00			Healthcare Premium & Deductible
Dental Insurance	1000-710-223-0000	\$353.99			Healthcare Premium & Deductible
Workers' Compensation	1000-710-225-0000	\$1,583.05			1.92%
Other - Insurance Benefits	1000-710-229-0000	\$117.50			Healthcare Insurance Administration Fee
Travel and Transportation	1000-710-252-0000	\$50.00			
Uniforms and Clothing	1000-710-270-0000	\$230.34			
Housing and Meals	1000-710-260-0000	\$0.00			
Communications, Printing and Advertising	1000-710-320-0000	\$0.00			
Training Services	1000-710-348-0000	\$484.10			
Other - Other Contractual Services	1000-710-399-0000	\$24,574.03			
Operating Supplies and Materials	1000-710-420-0000	\$8,849.97			
Repairs and Maintenance of Motor Vehicles	1000-710-433-0000	\$0.00			Vehicle Maintenance
Fuel, Oil, & etc.	1000-710-439-0000	\$0.00			Fuel & Oil
Other - Capital Outlay	1000-710-590-0000	\$0.00			
Other - Other	1000-710-690-0000	\$10,000.00			Expenditure at the Discretion of Mayor or VA
<b>Administrative/Mayor Total</b>			<b>\$170,831.79</b>		
Salaries - Council	1000-715-111-0000	\$20,170.84			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-715-211-0000	\$2,823.92			14.00%
Social Security	1000-715-212-0000	\$292.48			1.45%
Medicare	1000-715-213-0000	\$0.00			0.00%
Medical/Hospitalization/Vision	1000-715-221-0000	\$35,415.01			Healthcare Premium & Deductible
Dental Insurance	1000-715-223-0000	\$1,083.02			Healthcare Premium & Deductible
Workers' Compensation	1000-715-225-0000	\$3,136.64			1.92%
Other - Insurance Benefits	1000-715-229-0000	\$165.73			
Travel and Transportation	1000-715-252-0000	\$0.00			
Housing and Meals	1000-715-260-0000	\$230.33			
Other - Employee Fringe Benefits	1000-715-290-0000	\$0.00			
Communications, Printing and Advertising	1000-715-320-0000	\$0.00			
Training Services	1000-715-348-0000	\$453.20			
Other - Other Contractual Services	1000-715-399-0000	\$20,369.75			

2020 Permanent Expense Appropriation Budget

Draft

Description	Fund / Program / Object #	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object Total	Program Total	Fund Total	
Account Name	Account Code				
Operating Supplies and Materials	1000-715-420-0000	\$2,559.29			
Repairs and Maintenance of Motor Vehicles	1000-715-433-0000	\$0.00			Vehicle Maintenance
Fuel, Oil, & etc.	1000-715-439-0000	\$0.00			Fuel & Oil
Other - Other	1000-715-690-0000	\$10,000.00			Expenditure at the Discretion of Mayor or VA
<b>Legislative Total</b>			<b>\$96,700.21</b>		
Other - Personal Services	1000-720-190-0000	\$13,891.40			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-720-211-0000	\$1,944.80			14.00%
Medicare	1000-720-213-0000	\$201.43			1.45%
Medical/Hospitalization/Vision	1000-720-221-0000	\$2,294.73			Healthcare Premium & Deductible
Dental Insurance	1000-720-223-0000	\$43.32			Healthcare Premium & Deductible
Workers' Compensation	1000-720-225-0000	\$266.17			1.92%
Other - Insurance Benefits	1000-720-229-0000	\$8.03			Healthcare Insurance Administration Fee
Travel and Transportation	1000-720-252-0000	\$0.00			
Uniforms and Clothing	1000-720-270-0000	\$10.68			
Training Services	1000-720-348-0000	\$154.50			
Other - Other Contractual Services	1000-720-399-0000	\$7,335.61			
Operating Supplies and Materials	1000-720-420-0000	\$1,172.89			
Other - Other	1000-720-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA Vacant Position
<b>Mayors Court Total</b>			<b>\$32,323.57</b>		
Salary - Clerk/Treasurer	1000-725-121-0000	\$23,910.64			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-725-211-0000	\$3,347.49			14.00%
Medicare	1000-725-213-0000	\$346.70			1.45%
Medical/Hospitalization/Vision	1000-725-221-0000	\$7,171.03			Healthcare Premium & Deductible
Dental Insurance	1000-725-223-0000	\$135.38			Healthcare Premium & Deductible
Workers' Compensation	1000-725-225-0000	\$458.15			1.92%
Other - Insurance Benefits	1000-720-229-0000	\$25.12			
Travel and Transportation	1000-725-252-0000	\$172.05			
Housing and Meals	1000-725-260-0000	\$227.40			
Uniforms and Clothing	1000-725-270-0000	\$10.68			
Training Services	1000-725-248-0000	\$206.00			
Other - Other Contractual Services	1000-725-399-0000	\$3,343.17			
Operating Supplies and Materials	1000-725-420-0000	\$1,672.47			
Other - Other	1000-725-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Clerk Treasurer</b>			<b>\$46,026.30</b>		
Salaries	1000-730-190-0000	\$10,125.00			Student Work and Jobs & Family Services Program
Ohio Public Employees Retirement System	1000-730-211-0000	\$1,417.50			14%
Social Security	1000-730-212-0000	\$0.00			
Medicare	1000-730-213-0000	\$0.00			0.00%
Workers' Compensation	1000-730-225-0000	\$0.00			0.00%
Uniforms and Clothing	1000-730-270-0000	\$0.00			
Utilities	1000-730-310-0000	\$40,723.16			
Telephone	1000-730-321-0000	\$0.00			
Other - Other Contractual Services	1000-730-399-0000	\$26,067.97			
Operating Supplies and Materials	1000-730-420-0000	\$12,762.41			
Other - Capital Outlay	1000-730-590-0000	\$76,005.61			Paving Police Department Parking Lot and surrounding area.
Other - Other	1000-730-690-0000	\$25,000.00			Expenditure at the Discretion of Mayor or VA
<b>Lands and Buildings Total</b>			<b>\$192,101.65</b>		
Election Expenses	1000-735-345-0000	\$2,257.77			
Other - Other	1000-735-690-0000	\$0.00			Expenditure at the Discretion of Mayor or VA
<b>Boards and Commissions Total</b>			<b>\$2,257.77</b>		
Tax Collection Fees	1000-740-344-0000	\$2,927.87			

2020 Permanent Expense Appropriation Budget  
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Description	Fund / Program	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
<b>County Auditor Total</b>	1000-740-690-0000	\$0.00			Expenditure at the Discretion of Mayor or VA
<b>Auditing Services</b>			<b>\$2,927.87</b>		
Auditing Services	1000-745-342-0000	\$5,665.00			
Other - Other	1000-745-690-0000	\$0.00			Expenditure at the Discretion of Mayor or VA
<b>State Auditor Fee Total</b>			<b>\$5,665.00</b>		
Other - Personal Services	1000-755-190-0000	\$24,869.76			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-755-211-0000	\$3,481.77			14.00%
Medicare	1000-755-213-0000	\$360.61			1.45%
Medical/Hospitalization/Vision	1000-755-221-0000	\$0.00			Healthcare Premium & Deductible
Dental Insurance	1000-755-223-0000	\$649.93			Healthcare Premium & Deductible
Workers' Compensation	1000-755-225-0000	\$476.53			1.92%
Other - Insurance Benefits	1000-755-229-0000	\$0.00			Healthcare Insurance Administration Fee
Travel and Transportation	1000-755-252-0000	\$0.00			
Housing and Meals	1000-755-260-0000	\$337.84			
Training Services	1000-755-348-0000	\$257.50			
Other - Other Contractual Services	1000-755-399-0000	\$65,801.95			
Operating Supplies and Materials	1000-755-420-0000	\$2,441.69			
Other - Capital Outlay	1000-755-590-0000	\$0.00			
Other - Other	1000-755-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Tax Administration Total</b>			<b>\$103,677.57</b>		
Other - Capital Outlay	1000-765-590-0000	\$0.00			
<b>Distribution Income Tax Total</b>			<b>\$0.00</b>		
Communications, Printing and Advertising	1000-790-320-0000	\$0.00			
<b>Communication, Printing, and Advertising Total</b>			<b>\$0.00</b>		
Principal	1000-850-710-0000	\$54,500.00			
Interest	1000-850-720-0000	\$2,795.00			
<b>Debt Service Total</b>			<b>\$57,295.00</b>		
Transfers - Out	1000-910-910-0000	\$0.00			
Transfers - Out Other Misc	1000-910-910-0001	\$0.00			
<b>Debt Service Total</b>			<b>\$0.00</b>		
Advances Out	1000-920-920-0000	\$0.00			
<b>Advances Out Total</b>			<b>\$0.00</b>		
Contingencies	1000-930-930-0000	\$244,539.98			
Contingencies - Construction Reserve	1000-930-930-5000	\$0.00			
Contingencies - Capital Reserve	1000-930-930-5001	\$0.00			
Contingencies - Capital Reserve	1000-930-930-5002	\$0.00			
<b>Contingencies Total</b>			<b>\$244,539.98</b>		
Other - Other Financing Uses	1000-990-990-0000	\$0.00			
<b>Other Total</b>			<b>\$0.00</b>		
<b>General Fund Total</b>	<b>Calculated Revenue Generated</b>	<b>\$2,463,604.29</b>	<b>\$2,707,086.01</b>	<b>\$2,707,086.01</b>	Certificate from Pickaway County <b>\$2,707,086</b>
Other-Communications, Printing & Advertising	2011-610-329-0000	\$0.00			
Other - Personal Services	2011-620-190-0000	\$0.00			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	2011-620-211-0000	\$0.00			14.00%
Medicare	2011-620-213-0000	\$0.00			1.45%
Medical/Hospitalization/Vision	2011-620-221-0000	\$0.00			Healthcare Premium & Deductible (\$4,882.11)
Dental Insurance	2011-620-223-0000	\$0.00			Healthcare Premium & Deductible +\$682.87
Workers' Compensation	2011-620-225-0000	\$0.00			1.92%
Uniforms and Clothing	2011-620-270-0000	\$392.43			
Other - Employee Fringe Benefits	2011-620-290-0000	\$0.00			Healthcare Insurance Administration Fee
Other - Other Contractual Services	2011-620-399-0000	\$14,845.31			

2020 Permanent Expense Appropriation Budget  
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Description	Fund / Program / Object #	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget FOR MEMORANDUM USE ONLY (Guidelines)
		Object Total	Program Total	Fund Total	
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Operating Supplies and Materials	2011-620-420-0000	\$24,628.37			
Repairs and Maintenance of Motor Vehicles	2011-620-433-0000	\$7,724.58			Vehicle Maintenance (\$13,080.76)
Fuel, Oil, & etc.	2011-620-439-0000	\$3,117.52			Fuel & Oil
Other - Capital Outlay	2011-620-590-0000	\$52,347.66			Scag Cheetah 61" & ODOT Project PIC-SR 316/752-13.05/0.00, PID 107824 \$9,020.00
Other - Other	2011-620-690-0000	\$88,117.52			
Other - Other Contractual Services for Street Cleaning, Snow & Ice Removal	2011-630-399-0000	\$4,326.00			
Operating Supplies and Materials for Street Cleaning, Snow & Ice Removal	2011-630-420-0000	\$0.00			
Operating Supplies and Materials Storm Sewers and Drains	2011-640-420-0000	\$0.00			
Operating Supplies and Materials Traffic Signs & Signals	2011-650-420-0000	\$589.32			
Other - Capital Outlay Traffic Signs & Signals	2011-650-590-0000	\$2,744.35			
Other - Other Traffic Signs & Signals	2011-650-690-0000	\$90,024.00			Expenditure at the Discretion of Mayor or VA
Principal	2011-620-710-0000	\$5,067.60			Backhoe and Truck Payment
Interest	2011-620-720-0000	\$798.25			Backhoe and Truck Payment
<b>Street Maintenance and Repair Total</b>	<b>Calculated Revenue Generated</b>	<b>\$336,770.51</b>	<b>\$294,722.91</b>	<b>\$294,722.91</b>	<b>Certificate from Pickaway County \$294,723</b>
Operating Supplies & Materials Street Maintenance & Repair	2021-620-420-0000	\$0.00			
Other - Capital Outlay Street Maintenance & Repair	2021-620-590-0000	\$13,774.89			Money for ODOT Project PIC-SR 316/752-13.05/0.00, PID 107824 \$9,020.00
Operating Supplies and Materials Traffic Signs & Signals	2021-630-420-0000	\$0.00			
Operating Supplies and Materials Traffic Signs & Signals	2021-640-420-0000	\$0.00			
Electricity Traffic Signals, Signs	2021-650-311-0000	\$0.00			
Other - Other Contractual Services	2021-650-399-0000	\$4,000.00			
Operating Supplies and Materials	2021-650-420-0000	\$1,100.00			
Other - Capital Outlay	2021-650-590-0000	\$0.00			
Principal	2011-620-710-0000	\$5,812.48			
Interest	2011-620-720-0000	\$0.00			
<b>State Highway Total</b>	<b>Calculated Revenue Generated</b>	<b>\$27,431.74</b>	<b>\$24,687.37</b>	<b>\$24,687.37</b>	<b>Certificate from Pickaway County \$24,750</b>
Other - Other Contractual Services	2041-310-399-0000	\$0.00			
Operating Supplies and Materials	2041-310-420-0000	\$0.00			
Other - Other Contractual Services	2041-310-590-0000	\$2,818.00			
Other - Other Outlay	2041-310-690-0000	\$0.00			Expenditure at the Discretion of Mayor or VA
<b>Parks Total</b>	<b>Calculated Revenue Generated</b>	<b>\$2,918.33</b>	<b>\$2,818.00</b>	<b>\$2,818.00</b>	<b>Certificate from Pickaway County \$2,818</b>
Other - Other Contractual Services	2042-320-399-0000	\$0.00			
Buildings and Other Structures	2042-320-530-0000	\$0.00			
<b>Parks Special Total</b>	<b>Calculated Revenue Generated</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Certificate from Pickaway County \$0</b>
Other - Other Contractual Services	2081-110-399-0000	\$750.00			
Operating Supplies & Materials Street Maintenance & Repair	2081-620-420-0000	\$730.00			
<b>Special Police Fund</b>	<b>Calculated Revenue Generated</b>	<b>\$1,345.00</b>	<b>\$1,480.00</b>	<b>\$1,480.00</b>	<b>Certificate from Pickaway County \$1,480</b>
Streets, Highways, Curbs and Sidewalks	2101-610-396-0000	\$35,823.85			
Streets, Highways, Curbs and Sidewalks(CONSTRUCTION RESERVE)	2101-610-396-5000	\$3,994.03			
Streets, Highways, Curbs and Sidewalks(GRANT MATCHING FUNDS)	2101-610-396-5002	\$0.00			
Operating Supplies and Materials	2101-610-420-0000	\$0.00			
Other - Capital Outlay	2101-610-590-0000	\$0.00			
Streets, Highways, Curbs and Sidewalks	2101-640-396-0000	\$26,727.87			
Other - Capital Outlay	2101-640-590-0000	\$0.00			
Principal	2101-640-710-0000	\$2,636.14			
Principal	2101-850-710-0000	\$5,296.84			
<b>Motor Vehicle Total</b>	<b>Calculated Revenue Generated</b>	<b>\$64,743.78</b>	<b>\$74,478.73</b>	<b>\$74,478.73</b>	<b>Certificate from Pickaway County \$75,439</b>
Other - Other Contractual Services	2271-110-348-0000	\$3,636.14			
<b>Special Police Education Fund</b>	<b>Calculated Revenue Generated</b>	<b>\$3,229.04</b>	<b>\$3,636.14</b>	<b>\$3,636.14</b>	<b>Certificate from Pickaway County \$9,117</b>
Other - Other Contractual Services	2901-610-399-0000	\$19,104.08			

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Description	Fund / Program / Object #	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account		
		Object Total	Program Total	Fund Total			
Account Name	Account Code						
<b>Street Building Fund Total</b>	Calculated Revenue Generated	<b>\$19,643.33</b>		<b>\$19,104.08</b>	<b>\$19,104.08</b>	Certificate from Pickaway County	<b>\$31,375</b>
Other - Other Contractual Services	2902-640-399-0000		\$31,829.47				
Operating Supplies and Materials	2902-640-420-0000		\$0.00				
<b>Surface Water Fund Total</b>	Calculated Revenue Generated	<b>\$31,829.47</b>		<b>\$31,829.47</b>	<b>\$31,829.47</b>	Certificate from Pickaway County	<b>\$43,364</b>
Other - Capital Outlay	2903-790-590-0000		\$37,483.57				
<b>General Building Fund Total</b>	Calculated Revenue Generated	<b>\$37,483.57</b>		<b>\$37,483.57</b>	<b>\$37,483.57</b>	Certificate from Pickaway County	<b>\$49,515</b>
Other - Other Contractual Services	2904-720-399-0000		\$6,360.05				
Operating Supplies and Materials	2904-720-420-0000		\$0.00				
Other - Capital Outlay	2904-720-590-0000		\$0.00				
<b>Mayors Court Total</b>	Calculated Revenue Generated	<b>\$6,360.05</b>		<b>\$6,360.05</b>	<b>\$6,360.05</b>	Certificate from Pickaway County	<b>\$8,913</b>
Other - Other	2905-690-690-0000		\$0.00			This Account is used for FEMA Reimbursement of Events	
Transfers - Out	2905-910-910-0000		\$0.00			This Account is used for FEMA Reimbursement of Events	
<b>FEMA</b>	Calculated Revenue Generated	<b>\$6,360.05</b>		<b>\$0.00</b>	<b>\$0.00</b>	Certificate from Pickaway County	<b>\$0</b>
Grant Contractual	4201-800-399-0000		\$0.00			State Route 752 and Long Street Intersection Project OPWC	
<b>Past Grant</b>	Calculated Revenue Generated	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	Certificate from Pickaway County	<b>\$0</b>
Grant Contractual	4202-800-399-0000		\$500,000.00			Miller Avenue CDBG Project	
<b>Past Grant</b>	Calculated Revenue Generated	<b>\$0.00</b>		<b>\$500,000.00</b>	<b>\$500,000.00</b>	Certificate from Pickaway County	<b>\$500,000</b>
Grant Contractual	4203-800-399-0000		\$0.00			Railroad Crossing Relocation from Griggs to Station Street OPWC	
<b>OPWC Railroad Crossing Relocation</b>	Calculated Revenue Generated	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	Certificate from Pickaway County	<b>\$0</b>
Other - Personal Services	5101-531-190-1000		\$31,237.90			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods	
Ohio Public Employees Retirement System	5101-531-211-0000		\$4,373.31				14.00%
Medicare	5101-531-213-0000		\$452.95				1.45%
Medical/Hospitalization/Vision	5101-531-221-0000		\$31,367.22			Healthcare Premium & Deductible	
Dental Insurance	5101-531-223-0000		\$140.79			Healthcare Premium & Deductible	
Workers' Compensation	5101-531-225-0000		\$598.55				1.92%
Other - Insurance Benefits	5101-531-229-0000		\$25.12			Healthcare Insurance Administration Fee	
Travel and Transportation	5101-531-252-0000		\$0.00				
Uniforms and Clothing	5101-531-270-0000		\$10.69				
Other - Other Contractual Services	5101-531-399-0000		\$1,425.18				
Operating Supplies and Materials	5101-531-420-0000		\$2,462.08				
Repairs and Maintenance of Motor Vehicles	5101-531-433-0000		\$0.00			Vehicle Maintenance	
Fuel, Oil, & etc.	5101-531-439-0000		\$0.00			Fuel & Oil	
Other - Other	5101-531-690-0000		\$2,000.00			Expenditure at the Discretion of Mayor or VA	
Other - Personal Services	5101-532-190-0000		\$11,739.50			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods	
Ohio Public Employees Retirement System	5101-532-211-0000		\$1,643.53				14.00%
Medicare	5101-532-213-0000		\$170.22				1.45%
Medical/Hospitalization/Vision	5101-532-221-0000		\$7,248.11			Healthcare Premium & Deductible	
Dental Insurance	5101-532-223-0000		\$89.35			Healthcare Premium & Deductible	
Workers' Compensation	5101-532-225-0000		\$224.94				1.92%
Other - Insurance Benefits	5101-532-229-0000		\$16.57			Healthcare Insurance Administration Fee	
Travel and Transportation	5101-532-252-0000		\$0.00				
Uniforms and Clothing	5101-532-270-0000		\$0.00				
Communications, Printing and Advertising	5101-532-320-0000		\$0.00				
Other - Other Contractual Services	5101-532-399-0000		\$2,890.55				
Operating Supplies and Materials	5101-532-420-0000		\$2,951.52				
Other - Capital Outlay	5101-532-590-0000		\$0.00				
Other - Other	5101-532-690-0000		\$1,000.00			Expenditure at the Discretion of Mayor or VA	
Other - Personal Services	5101-533-190-0000		\$73,038.10			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods	
Ohio Public Employees Retirement System	5101-533-211-0000		\$10,225.33				14.00%
Medicare	5101-533-213-0000		\$1,059.05				1.45%

2020 Permanent Expense Appropriation Budget

Draft

Description	Fund / Program	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Medical/Hospitalization/Vision	5101-533-221-0000	\$24,112.44			Healthcare Premium & Deductible
Dental Insurance	5101-533-223-0000	\$338.45			Healthcare Premium & Deductible
Workers' Compensation	5101-533-225-0000	\$1,399.48			1.92%
Other - Insurance Benefits	5101-533-229-0000	\$69.05			Healthcare Insurance Administration Fee
Travel and Transportation	5101-533-252-0000	\$48.99			
Housing and Meals	5101-533-260-0000	\$0.00			
Uniforms and Clothing	5101-533-270-0000	\$621.55			
Utilities	5101-533-310-0000	\$37,611.70			
Telephone	5101-533-321-0000	\$788.94			
Training Services	5101-533-348-0000	\$339.90			
Other - Other Contractual Services	5101-533-399-0000	\$79,937.11			
Other - Other Contractual Services Water Tower Payment	5101-533-399-0001	\$93,362.00			Amount for Tower Maintenance
Operating Supplies and Materials	5101-533-420-0000	\$41,497.45			
Repairs and Maintenance of Motor Vehicles	5101-533-433-0000	\$2,443.45			Vehicle Maintenance
Fuel, Oil, & etc.	5101-533-439-0000	\$3,658.56			Fuel & Oil
Other - Capital Outlay	5101-533-590-0000	\$92,203.23			Emergency Fund Based Upon OhioEPA Recommendation, Scag Cheetah 61"
Other - Other	5101-533-690-0000	\$96,668.90			Expenditure at the Discretion of Mayor or VA
Other Debt Service Principal	5101-850-710-0000	\$632.92			
Other - Debt Service Interest	5101-850-720-0000	\$80.34			
Other - Debt Service	5101-850-790-0000	\$0.00			
Advances Out	5101-920-920-0000	\$0.00			
<b>Water Total</b>	Calculated Revenue Generated	<b>\$635,146.04</b>	<b>\$662,205.03</b>	<b>\$662,205.03</b>	Certificate from Pickaway County
Other - Personal Services	5201-541-190-0000	\$31,237.90			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	5201-541-211-0000	\$4,373.31			14.00%
Medicare	5201-541-213-0000	\$452.95			1.45%
Medical/Hospitalization/Vision	5201-541-221-0000	\$31,378.45			Healthcare Premium & Deductible
Dental Insurance	5201-541-223-0000	\$95.65			Healthcare Premium & Deductible
Workers' Compensation	5201-541-225-0000	\$598.55			1.92%
Other - Insurance Benefits	5201-541-229-0000	\$27.13			
Travel and Transportation	5201-541-252-0000	\$0.00			
Uniforms and Clothing	5201-541-270-0000	\$0.00			
Utilities	5201-541-310-0000	\$0.00			
Telephone	5201-541-321-0000	\$0.00			
Training Services	5201-541-348-0000	\$0.00			
Other - Other Contractual Services	5201-541-399-0000	\$2,035.22			
Operating Supplies and Materials	5201-541-420-0000	\$2,511.43			
Repairs and Maintenance of Motor Vehicles	5201-541-433-0000	\$0.00			Vehicle Maintenance
Fuel, Oil, & etc.	5201-541-439-0000	\$0.00			Fuel & Oil
Other - Other	5201-541-690-0000	\$1,000.00			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5201-542-190-0000	\$11,739.50			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods
Ohio Public Employees Retirement System	5201-542-211-0000	\$1,643.53			14.00%
Medicare	5201-542-213-0000	\$170.22			1.45%
Medical/Hospitalization/Vision	5201-542-221-0000	\$7,248.11			Healthcare Premium & Deductible
Dental Insurance	5201-542-223-0000	\$89.35			Healthcare Premium & Deductible
Workers' Compensation	5201-542-225-0000	\$224.94			1.92%
Other - Insurance Benefits	5201-542-229-0000	\$16.57			
Travel and Transportation	5201-542-252-0000	\$0.00			
Uniforms and Clothing	5201-542-270-0000	\$0.00			
Communications, Printing and Advertising	5201-542-320-0000	\$0.00			
Other - Other Contractual Services	5201-542-399-0000	\$2,662.25			
Operating Supplies and Materials	5201-542-420-0000	\$2,523.30			
Other - Capital Outlay	5201-542-590-0000	\$0.00			



2020 Permanent Expense Appropriation Budget  
Draft

Description	Fund / Program	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget	
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)	
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account	
Other - Other	5201-542-690-0000	\$1,000.00			Expenditure at the Discretion of Mayor or VA	
Other - Personal Services	5201-543-190-0000	\$74,046.95			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods	
Ohio Public Employees Retirement System	5201-543-211-0000	\$10,366.57			14.00%	
Medicare	5201-543-213-0000	\$1,073.68			1.45%	
Medical/Hospitalization/Vision	5201-543-221-0000	\$28,409.36			Healthcare Premium & Deductible	
Dental Insurance	5201-543-223-0000	\$473.82			Healthcare Premium & Deductible	
Workers' Compensation	5201-543-225-0000	\$1,418.81			1.92%	
Other - Insurance Benefits	5201-543-229-0000	\$99.18				
Travel and Transportation	5201-543-252-0000	\$0.00				
Housing and Meals	5201-543-260-0000	\$111.57				
Uniforms and Clothing	5201-543-270-0000	\$933.05				
Utilities	5201-543-310-0000	\$136,489.68				
Telephone	5201-543-321-0000	\$2,365.30				
Training Services	5201-543-348-0000	\$515.00				
Other - Other Contractual Services	5201-543-399-0000	\$78,890.48				
Operating Supplies and Materials	5201-543-420-0000	\$54,212.77				
Repairs and Maintenance of Motor Vehicles	5201-543-433-0000	\$5,267.88			Vehicle Maintenance	
Fuel, Oil, & etc.	5201-543-439-0000	\$2,386.24			Fuel & Oil	
Other - Capital Outlay	5201-543-590-0000	\$4,404.06			Emergency Fund Based Upon OhioEPA Recommendation	
Other - Other	5201-543-690-0000	\$92,823.23			Expenditure at the Discretion of Mayor or VA	
Other Contractual I and I	5201-549-399-5004	\$29,543.45			Money dedicated to I & I is \$156,917.20	
Operating Supplies and Materials	5201-549-420-5004	\$127,373.75				
Fuel, Oil, & etc.	5201-549-439-0000	\$0.00				
Other - Debt Service Principal	5201-850-710-0000	\$513,235.00			OWDA and OPWC Loan Principal	
Other - Debt Service Interest	5201-850-720-0000	\$57,635.00			OWDA and OPWC Loan Interest	
Other - Debt Service	5201-850-790-0000	\$36,848.50			Balance for 2020 Debt Service	
Transfers - Out	5201-910-910-0000	\$0.00				
<b>Sewer Total</b>	<b>Calculated Revenue Generated</b>	<b>\$1,148,704.60</b>	<b>\$1,359,951.71</b>	<b>\$1,359,951.71</b>	<b>Certificate from Pickaway County</b>	<b>\$1,359,952</b>
Other - Capital Outlay	5701-800-590-0000	\$228,763.07				
Transfers - Out	5701-910-910-0000	\$0.00				
Advances - Out	5701-920-920-0000	\$0.00				
<b>Water Improvement Total</b>	<b>Calculated Revenue Generated</b>	<b>\$201,590.86</b>	<b>\$228,763.07</b>	<b>\$228,763.07</b>	<b>Certificate from Pickaway County</b>	<b>\$372,830</b>
Sewer Plant Expansion	5702-543-560-5003	\$3,968.73				
Sewer Plant Expansion	5702-553-560-5003	\$0.00				
Other - Capital Outlay	5702-800-590-0000	\$300,872.00				
Principal	5702-850-710-0000	\$0.00				
Interest	5702-850-720-0000	\$0.00				
Other - Debt Service Sewer Plant Expansion	5702-850-790-5003	\$0.00				
Advances - Out	5702-920-920-0000	\$0.00				
<b>Sewer Improvement Total</b>	<b>Calculated Revenue Generated</b>	<b>\$302,398.76</b>	<b>\$304,840.73</b>	<b>\$304,840.73</b>	<b>Certificate from Pickaway County</b>	<b>\$415,226</b>
Utility Distribution Systems	5703-800-399-0000	\$548.00			Randolph Street Residual	
<b>Improvement Fund Total OPWC</b>	<b>Calculated Revenue Generated</b>	<b>\$0.00</b>	<b>\$548.00</b>	<b>\$548.00</b>	<b>Certificate from Pickaway County</b>	<b>\$548</b>
Other - Personal Services	5704-559-190-0000	\$0.00			No COLA with a 2019 Wage Adjustment Ordinance 2019-16, 26 Pay-Periods	
Other - Personal Services	5704-640-190-0000	\$0.00				
Ohio Public Employees Retirement System	5704-640-211-0000	\$0.00			14.00%	
Medicare	5704-640-213-0000	\$0.00			1.45%	
Medical/Hospitalization/Vision	5704-640-221-0000	\$0.00			Healthcare Premium & Deductible	
Dental Insurance	5704-640-223-0000	\$0.00			Healthcare Premium & Deductible	
Workers' Compensation	5704-640-225-0000	\$0.00			1.92%	

2020 Permanent Expense Appropriation Budget

Draft

Description	Fund / Program	2020 Permanent Appropriation Budget			Non-binding Narrative for 2020 Budget
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Other - Insurance Benefits	5704-640-229-0000	\$0.00			
Uniforms and Clothing	5704-640-270-0000	\$0.00			
Communications, Printing and Advertising	5704-640-320-0000	\$0.00			
Other - Other Contractual Services	5704-640-399-0000	\$3,164.00			
Operating Supplies and Materials	5704-640-420-0000	\$5,064.11			
Repairs and Maintenance of Motor Vehicles	5704-640-433-0000	\$0.00			
Other - Captial Outlay	5704-640-590-0000	\$10.30			
Other - Other	5704-640-690-0000	\$0.00			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5704-800-190-0000	\$0.00			
Other - Contractual Services	5704-800-399-0000	\$30,962.85			
Operating Supplies and Materials	5704-800-420-0000	\$3,048.35			
Other - Captial Outlay	5704-800-590-0000	\$165,461.24			Money for ODOT Project PIC-SR 316/752-13.05/0.00, PID 107824 \$143,497.00
Other - Other	5704-800-690-0000	\$59,503.00			Expenditure at the Discretion of Mayor or VA
Principal	5704-850-710-0000	\$8,845.83			
Principal (Other Misc)	5704-850-710-1000	\$0.00			
Interest	5704-850-720-0000	\$478.84			
Interest (Other Misc)	5704-850-720-1000	\$0.00			
Other - Debt Service	5704-850-790-0000	\$0.00			
Transfers - Out	5704-910-910-0000	\$0.00			
<b>Stormwater Department</b>	<b>Calculated Revenue Generated</b>	<b>\$286,296.07</b>	<b>\$276,538.50</b>	<b>\$276,538.50</b>	Certificate from Pickaway County <b>\$276,576</b>
Principal	5721-850-710-0000	\$0.00			
Interest	5721-850-720-0000	\$0.00			
Other - Debt Service	5721-850-790-0000	\$0.00			
<b>TOTAL UTIL. DEBT SERV. RES. (5721)</b>	<b>Calculated Revenue Generated</b>	<b>\$0.34</b>	<b>\$0.00</b>	<b>\$0.00</b>	Certificate from Pickaway County <b>\$0</b>
Other - Debt Service	5741-850-790-0000	\$25,000.00			
<b>FmHA Debt Reserve</b>	<b>Calculated Revenue Generated</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	Certificate from Pickaway County <b>\$25,000</b>
Other - Debt Service	5742-850-790-0000	\$25,000.00			
<b>5742 FmHA Debt Surplus</b>	<b>Calculated Revenue Generated</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	Certificate from Pickaway County <b>\$25,000</b>
Deposits Refunded	5781-599-610-0000	\$5,744.64			
Deposits Applied	5781-599-620-0000	\$9,500.00			
<b>Deposit Fund Total</b>	<b>Calculated Revenue Generated</b>		<b>\$15,244.64</b>	<b>\$15,244.64</b>	Certificate from Pickaway County <b>\$15,257</b>
Professional and Technical Services	9901-790-340-0000	\$128,002.00			
Professional and Technical Services	9901-889-340-0000	\$0.00			
	<b>Calculated Revenue Generated</b>		<b>\$0.00</b>	<b>\$0.00</b>	Certificate from Pickaway County <b>\$128,002</b>
<b>Total</b>		<b>\$6,125,855.83</b>		<b>\$6,601,778.02</b>	<b>\$7,029,177.73</b>

The Village Council authorizes that funds maybe expended for coffee, meals, refreshments and /or other amenities for municipa l officers, employees or other persons.  
 The Village Fiscal Officer is authorized to draw warrants on the Village Treasury for payments from any of the appropriations upon receiving proper certificates and vouchers, approved by the Council or officers authorized by law, or an ordinance or resolution of council to make the expenditure; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. All interest earned by the Village of Ashville unless indicated differently by the Ohio Revises Code (ORC) will be applied to the General Fund. Provided further that the appropriations for contingencies can only be expended upon vote of two - thirds of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations.

Key: Interest, Principal & Debt 690 Other Contingency Reserve Dedicated Funds New Account & Number



# ORDINANCE 2020-04

## OF THE VILLAGE OF ASHVILLE

**AN ORDINANCE AMENDING PART NINE TITLE THREE OF THE VILLAGE CODE OF ASHVILLE, PROHIBITING DISCHARGE OF SURFACE WATER INTO THE VILLAGE'S SANITARY SEWER SYSTEM, AND PROHIBITING DISCHARGE OF SANITARY WATER INTO THE STORMWATER SYSTEM, AND DECLARING AN EMERGENCY.**



WHEREAS this Council finds and determines that the Village should be able to provide sanitary and stormwater services to the Village to preserve the public health, safety, and welfare of the residents of the Village of Ashville,

AND WHEREAS the Village of Ashville has agreed to the Director's Final Findings and Orders,

AND WHEREAS is desirable to enact legislation to support the above objectives and orders,

AND WHEREAS is desirable to enact legislation to mitigate sanitary and stormwater issues related to Infiltration and Inflow (I&I),

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

### SECTION ONE

The Village of Ashville hereby ordains as follows as stormwater connections to sanitary:

Part Nine – Streets, Utilities, and Public Services of the Village Code of the Village of Ashville is hereby amended as follows:

Except as otherwise expressly authorized in this code, no water from any roof surface, sump pump, footing tile, foundation drains, rain leaders, swimming pool, any other natural precipitation, cooling water or industrial process water shall be discharged into the sanitary sewer system. Dwellings and other buildings and structures which require sump pumps or footing tiles shall have a permanently installed discharge line which shall not at any time discharge water into the sanitary sewer system, except as provided herein. A permanent installation shall be one which provides for year round discharge capability to either the outside of the dwelling, building, or structure, or is connected to a village storm sewer. It shall consist of a rigid discharge line, without valving or quick connections for altering the path of discharge or a system otherwise approved by the Wastewater and Service Departments of the Village of Ashville.

- (a) Any person, firm or corporation having a roof surface, sump pump, footing tile, foundation drains, rain leaders, swimming pool, any other natural precipitation, cooling water or unpolluted industrial process water now connected and/or discharging into the sanitary sewer system shall disconnect or remove same. Any disconnects or openings in the sanitary sewer system shall be dosed or repaired in an effective, workmanlike manner.
- (b) Every person owning improved real estate that discharges into the village's sanitary sewer system shall allow the village or a designated representative of the village to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system. In lieu of having the village inspect the property, any person may furnish a village inspection report from a village approved licensed plumber certifying that the property is in compliance with this section.
- (c) Any property with a sump pump found not in compliance with this subdivision but subsequently verified as compliant shall be subject to an annual reinspection to confirm continued compliance. Any property found not to be in compliance upon reinspection, or any persons refusing to allow their property to be reinspected, within 30 days after receipt of mailed written notice from the village of the reinspection, shall be subject to the nonrefundable charge set forth in subsection 6(e) below.


Prepared: 06/08/2020  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 20<sup>th</sup> day of July 2020, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



- (d) All new dwellings with sumps for which a building permit is issued shall have a pump and shall be piped to the outside of the dwelling before a certificate of occupancy is issued.
- (e) A nonrefundable fee of \$100.00 per month is hereby imposed on every sewer bill mailed to property owners who are not in compliance with this section or who have refused to allow their property to be inspected to determine if there is compliance. All properties found during any reinspection to have violated this subdivision will be subject to a \$100.00 per month nonrefundable charge for all months between the two most recent inspections in addition to all other regular charges for sanitary sewer service.
- (f) The village administrator or designee is authorized to issue a permit to allow a property owner to discharge water into the sanitary sewer system. Prior to issuance of the permit, the village administrator may consult with an engineer and/or Wastewater and/or Service Departments to verify one of the criteria to issue the permit has been satisfied. The permit shall authorize such discharge only from November 15 to March 15, shall require the owner to permit an inspection of the property on March 16 or as soon thereafter as possible to determine that discharge into the sanitary sewer has been discontinued and shall subject the owner to the \$100.00 monthly nonrefundable charge in the event the owner refuses an inspection or has failed to discontinue the discharge into the sanitary sewer. The nonrefundable charge will commence with the April water billing and continue until the property owner establishes compliance with this section. A property owner is required to meet at least one of the following criteria in order to obtain the permit:
  - 1. The freezing of the surface water discharge from the sump pump or footing drain is causing a dangerous condition, such as ice buildup or flooding, on either public or private property.
  - 2. The property owner has demonstrated that there is a danger that the sump pump or footing drain pipes will freeze up and result in either failure or damage to the sump pump unit or the footing drain and cause basement flooding.
  - 3. The water being discharged from the sump pump or footing drain cannot be readily discharged into a storm drain or other acceptable drainage system.

Following ten day's written notice and an opportunity to be heard, the village administrator may require the owners of property to discharge their sump pump into the sanitary sewer from November 15 to March 15 if surface water discharge is causing an icy condition on streets.

- (g) Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
  - 1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.
  - 2. Any water or waste which may contain more than 100 parts per million by weight, of fact, oil, or grease.
  - 3. Any gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gas.

**SECTION TWO**

The Village of Ashville hereby ordains as follows as sanitary connections and sanitary connections to stormwater:

Part Nine – Streets, Utilities, and Public Services of the Village Code of the Village of Ashville is hereby amended as follows:

The Village of Ashville has adopted a number of practices that are aimed at protecting the quality of water resources within Ashville and the integrity of the sanitary sewer system. These practices are crucial to the future performance and investment required by the utility system because they represent the manner in which this and previous sanitary sewer plans are implemented.

The sanitary sewer ordinance requires that properties where domestic or industrial wastewater is produced be connected to the public sanitary sewer system within two years of service availability. Further, the ordinance prescribes the design and manner in which individual connections and use of public sewers are to be made. To limit the amount of inflow into the sanitary sewer system, the ordinance prohibits the flows of storm water, ground water, roof runoff, surface water, unpolluted drainage, unpolluted industrial cooling water, or unpolluted industrial process water into any public sanitary sewer.

**SECTION THREE**

**REUSE OF EXISTING CONNECTION FOR NEW BUILDING**

Where a building having a connection to the public sewer has been torn down and a new building is being constructed in its place, the abandoned house drain connection that served the previous building may be used, PROVIDING IT MEETS ALL THE CURRENT REQUIREMENT OF A NEW CONNECTION, with the exception that the pipe depth must be at least six (6) feet measured to the top of pipe at the property line. If the owner elects to use the old connection, a regular permit must be taken out for such connection of the new building. The line must be flushed and televised (and reviewed by the Wastewater Department-Utility), prior to use, at the contractor's cost. Services over fifty years old cannot be reused except at the discretion of the Utility. If approved, the house Sewer Contractor must inform the property owner that they have ownership and are responsible for the re-used pipe.

When reusing an abandoned sand rock drift, the new drill hole is to be constructed in front of the old drill hole, a bulkhead must be of similar construction as used for abandoning sand rock drifts.

**SECTION FOUR**

Point of Sale Removal - As an existing home within the Village is sold, the Village will administer an ongoing plan requiring an inspection of the plumbing system. If either sump pumps or passive drain tile are found that discharge clear water to the sanitary sewer system, their discharge will be routed away from the sanitary sewer.

**SECTION FIVE**

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this Ordinance to meet the fiscal obligations of the Village and will go into effect immediately upon its passage by Council.

Offered by: Tracie N. Sorvillo

Seconded by: Roger L. Clark

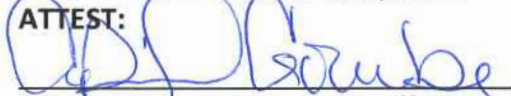
Upon roll call on the adoption of the ordinance, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brad B. Lutz	<input type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
									Tracie N. Sorvillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

Resigned from Council

**PASSED THIS 6<sup>th</sup> DAY OF JULY, 2020**

ATTEST:



April D. Grube, Clerk-Fiscal Officer

DATE: 7/7/2020

APPROVED:



Charles K. Wise, Mayor

DATE: 08 Jul 20



# ORDINANCE 2020-05 OF THE VILLAGE OF ASHVILLE



AN ORDINANCE AMENDING ORDINANCE 2019-10, 2018-08, 2017-09, 2016-07, 2014-04, 2015-04 AND 929.02 (96-13, 2006-06, 2009-03, 2010-07) FOR A DEBT SERVICE CHARGE FOR THE WATER RESOURCE RECOVERY FACILITY EXPANSION PROJECT IN COMPLIANCE WITH OHIOEPA FINDINGS AND ORDERS FOR THE VILLAGE OF ASHVILLE, AND TO ALTER THE CHARGE FOR WASTEWATER IN THE VILLAGE OF ASHVILLE. THIS AMENDED ORDINANCE WILL NOT CONFLICT WITH THE OHIO REVISED CODE (ORC) LIMITATIONS AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville, Ohio authorizes by ordinance the rates charged for the wastewater utility; and

WHEREAS, it becomes necessary on occasion to adjust those rates.

WHEREAS, this charge will for the collection of funds for the Water Resource Recovery Facility Debt Service Principal and Interest Payments.

NOW, AND HEREAFTER BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:  
SECTION ONE - That the following rate structure will be added to Chapter 929.05 Sewer Rates:

Other Debt Proceeds (Sewer Plant Expansion)				
Total Loan	# of	Number of Customers	Annual Cost	Cost per Month Per Customer
\$16,723,663	30	1435	\$570,870	\$ 7.86/1000 Gallons*

The Revenue Code will be 5702-971-5003 Sewer Improvement (Debt Service)

\* Debt Service was 69¢ in 2014; \$1.29 in 2015; \$1.95 in 2016; \$2.63 in 2017; \$4.03 in 2018; in 2019 \$2.03

The 2020 Increase is \$1.80/1,000 Gallons

SECTION TWO - The new charge in Section One is the result of a mandated OhioEPA Improvement at the Village of Ashville Wastewater Facility, see "Director's Final Findings and Orders".

SECTION THREE - This Debt Proceeds increase will be based upon the payments to Ohio Public Works Commission (OPWC), Ohio Water Development Authority (OWDA), and Division of Environmental and Financial Assistance (DEFA). This will be communicated in the newsletter one month prior to implementation of increase.

SECTION FOUR - That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council.

Offered by: Nelson R. Embrey

Seconded by: Roger L. Clark

Upon roll call on the adoption of the ordinance, the vote was as follow:

	Yes	No	Excused	Absence	Yes	No	Yes	No	Vacant	Yes	No	Yes	No				
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>		R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tracie N. Sorvillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PASSED THIS 20<sup>th</sup> DAY OF JULY, 2020

ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 8/3/2020

APPROVED:

Charles K. Wise, Mayor

DATE: 12-AUG-2020

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 20<sup>th</sup> day of July 2020, and that I am duly authorized to execute this certificate.



Clerk-Fiscal Officer

(Original signature of April D. Grube)

(TITLE)

Prepared:  
06/18/2020 Revised Date:

Review Date:





# ORDINANCE 2020-06 OF THE VILLAGE OF ASHVILLE



AN ORDINANCE AMENDING CHAPTER 521.11 WEEDS, LITTER, TREES  
(ORDINANCE 1991-18) AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville, Ohio regulates by ordinance weeds, litter, and trees;  
and

WHEREAS, it becomes necessary on occasion to adjust those regulations.

WHEREAS, the following changes will be made to Chapter 521.

SECTION ONE - Changes to Chapter 521.11 and 522, see pages two (2) through fifteen (15)

SECTION TWO - That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council.

Offered by: Nelson R. Embrey

Seconded by: Randy S. Loveless

Upon roll call on the adoption of the ordinance, the vote was as follow:

Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No  
Roger L. Clark   Nelson R. Embrey   Randy S. Loveless   R. David Rainey   Tracie N. Sorvillo   Darryl E. Ward

PASSED THIS 28<sup>th</sup> DAY OF SEPTEMBER, 2020

ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 10/2/2020

APPROVED:  
  
Charles K. Wise, Mayor

DATE: 29 SEP 2020

Prepared:  
08/13/2020 Revised Date:

Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 28<sup>th</sup> day of September 2020, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)

## CHAPTER 521: HEALTH, SAFETY AND SANITATION

### Modification of Chapter 521.11

#### § 521.11 Litter.

- (a) No owner, agent, lessee, tenant or occupant having charge of or responsibility for any lot or land within the Village shall cause or allow litter to be collected or to remain upon such land which constitutes or may cause a detriment to public health.

As used in this section, “litter” includes any garbage, waste, peelings of vegetables or fruits, rubbish, ashes, cans, bottles, wire, oil, paper, cartons, boxes, parts of automobiles, wagons, furniture, glass, or anything else of an unsightly or unsanitary nature.

- (b) If it is determined by the Village Administrator or designee, that litter has accumulated on any premises in violation of subsection (a) hereof, the Village Administrator or designee shall issue a notice of violation by certified mail to the owner, agent, lessee, tenant or occupant that such litter must be collected and removed within fifteen days after service of the notice. If the owners or other such persons are nonresidents whose address is known, notice shall be sent to such address. If the address of such owners or other persons, whether residents or nonresidents, is unknown, then it shall be sufficient to publish such notice once in a newspaper of general circulation in the Village.
- (c) Upon failure to comply with the notice set forth in subsection (b) hereof within the time period stipulated, the Village Administrator or designee is authorized to enter upon such lots or lands and cause the litter to be collected and removed constituting a nuisance or endangering the public health, by the direct employment of Village laborers, or to authorize some person to perform the service on behalf of the Village.
- (d) Upon the performance of the labor as set forth in subsection (c) hereof, the Village Administrator or designee shall report the cost thereof to Council, including the cost of investigation, the cost of handling of nuisance complaints, and the cost of service and notification, and thereafter, upon approval of Council, the Village Fiscal Officer shall make a return of such costs, in writing, to the Auditor of Pickaway County, who shall enter the same upon the tax duplicate of the County, in accordance with the Ohio Revised Code. Such remedy shall be in addition to the penalty provided in subsection (i) hereof.
- (e) This section does not apply to land being used under a municipal building or construction permit or license, a municipal permit or license, or a conditional zoning permit or variance, to operate a junk yard, scrap metal processing facility, or similar businesses, or a permit or license issued pursuant to Ohio R.C. Chapter 3734, Sections 4737.05 to 4737.12, or Chapter 6111.
- (f) Any person who violates any provision of this section shall be guilty of a minor misdemeanor for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues after the periods for compliance set forth in subsections (b) hereof.



## CHAPTER 522: TREES, WEEDS AND SHRUBS

Section

522.01	Purpose
522.02	Authority and Power
522.03	Administration of tree provisions and definitions
522.04	Tree Advisory Board
522.05	Tree planting, care, and maintenance
522.06	Village Approval Administration for Trees
522.07	Prohibited trees
522.08	Location of trees
522.09	Tree removal
522.10	Protection of public trees
522.11	Tree trimming
522.12	Adjacent owner responsibility
522.13	Certain trees declared a nuisance
522.14	Compliance and appeal
522.15	Weeds and grass
522.16	Noxious weeds
522.17	Trees, hedges and shrubbery
522.18	Cutting and removal of weeds, grass and other overgrown vegetation
522.19	Destruction of shrubs, trees or crops

**Statutory reference:**

*Local authority to regulate trees, shrubs and the like, see O.R.C. § 715.20*

**§ 522.01 PURPOSE.**

- (A) To enhance the quality of life and the present and future health, safety, and welfare of all citizens, to enhance property values, and to ensure proper planting and care of trees on public property, the Village Council herein delegates the authority and responsibility for managing public trees, creates a Tree Advisory Board, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions. Trees and shrubbery growing within the public right-of-way are the responsibility of the abutting property owner for care and maintenance but remain there only by consent of the village. No such tree, if removed, may be replaced except by permission of the village.

**§ 522.02 AUTHORITY AND POWER.**

- (A) Delegation of authority and responsibility. The Village Administrator and/or their designee, hereinafter referred to as the "Village Administrator", shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, village parks, and other public property with recommendation from Tree Advisory Board. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.
- (B) Coordination among village departments. All village departments will coordinate as necessary with the Village Administrator and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements and other public properties not under direct jurisdiction of the Village Administrator.
- (C) Interference. No person shall hinder, prevent, delay, or interfere with the Village Administrator or their agents while engaged in carrying out the execution or enforcement of this Ordinance.

### § 522.03 ADMINISTRATION OF TREE PROVISIONS AND DEFINITIONS.

- (A) *Administration.* The Village Administrator and/or their designee with recommendation from Tree Advisory Board shall administer and enforce the provisions of this chapter and designate the Village department(s) which shall carry out any provisions requiring village action.
- (B) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**DAMAGE** – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

**INTERSECTION TRIANGLE** - Is a sight triangle along the boundary of each of the intersecting curb lines. Sight triangles vary depending upon the type of street.

**NUISANCE** – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

**PARKWAY** – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

**PERSON** - Any person, firm, partnership, association, corporation, company, or organization of any kind.

**PROPERTY OWNER** - The person owning such property as shown by the County Auditor's Plat of the Village of Ashville, Pickaway County, Ohio, including the executor, administrator, or beneficiary of the estate of a deceased owner.

**PUBLIC PLACES(Property)** - Shall include all other grounds owned or controlled by the Village of Ashville.

**PUBLIC TREES** - Shall include all trees now or hereafter growing on any public places.

**RIGHT-OF-WAY** - A strip of land dedicated for use as a public roadway or dedicated for public use. In addition to the roadway, a right-of-way normally incorporates the curbs, lawn strips, sidewalks, lighting, drainage facilities and utilities and may include special features (required by the topography or treatment) such as grade separation, landscaped areas, viaducts, and bridges.

**SHRUB** - A low growing woody plant with one or several perennial main stems producing branches, shoots, or multiple stems from or near the base of the plant and incapable of being pruned to provide at least six feet of clear branchless trunk within five years of planting.

**STREET or HIGHWAY** - The entire width of every public way, easement or right-of-way when any part thereof is open to the public, as a matter of right, for the purpose of vehicular and pedestrian traffic, and shall include alleys.

**TREE** - A tall growing woody plant with one or more perennial main stems or trunk which develops branches from the aerial section of the stem rather than from the base; capable of being pruned to at least six feet of clear branchless trunk below the crown within five years of planting.

**TREE TOP or TOPPING** - The non-standard practice of cutting back of limbs to stubs of three inches or more in diameter within a tree's crown to such a degree to remove the normal canopy and disfigure the tree.

**TREELAWN** - That part of a street or highway, lying between the sidewalk and that portion of the street or highway usually used for vehicular traffic.

## **§ 522.04 TREE ADVISORY BOARD.**

The Village Council hereby creates a “Tree Advisory Board,” hereinafter referred to as the “Board.”

- (A) Membership. The Board shall consist of seven members approved by Village Council. Members of the Board will serve without compensation.
- (B) Term of office. Board members shall be appointed for three-year staggered terms. If a vacancy shall occur during the term of any member, a successor shall be appointed by Village Council.
- (C) Officers. The Board shall annually select one of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.
- (D) Meetings. The Board shall meet a minimum of four times each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.
- (E) Duties. The Board shall act in an advisory capacity to the Village Administrator and shall:
  - (1) Coordinate and promote Arbor Day activities;
  - (2) Review and update a five-year plan to plant and maintain trees on village property;
  - (3) Support public awareness and education programs relating to trees;
  - (4) Review village department concerns relating to tree care;
  - (5) Submit an annual report of its activities to the Village Council;
  - (6) Assist with the annual application to renew the Tree City USA designation;
  - (7) Develop of a list of recommended trees for planting on village property, and a list of prohibited species; and
  - (8) Other duties that may be assigned by Village Council.

### **§ 522.05 TREE PLANTING, CARE, AND MAINTENANCE.**

- (A) Standards. All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture, Exhibit One.
- (B) Requirements of franchise utility companies. The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.
- (C) Preferred species list. The Village Administrator shall maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with written approval from the Village Administrator, see Exhibit Two.
- (D) Planting distances. The Village Administrator with the advice of the Tree Advisory Board shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility intersection triangle of a street or within ten (10) feet of a fire hydrant. At intersection triangle of roadways, no plant material with a mature height greater than thirty-six inches and less than eight feet shall be planted within the sight triangle along the boundary of each of the intersecting curb lines. Sight triangles vary depending upon the type of street. No plant shall be planted in such a location so as to create a conflict with the sight obstacle triangle
- (E) Planting trees under electric utility lines. Only trees listed as Ornamental trees on the official village tree species list may be planted under or within fifteen (15) lateral feet of any overhead utility wire.
- (F) Planting trees near underground utility. All trees must maintain a distance of (5) lateral feet of any water, sewer, storm, gas, electric, cable, or any other utility found underground.
- (G) Protection of public trees during construction, and to protect the tree, including, but not limited to, placing barriers around the tree to prevent damage.
- (H) Trees and shrubbery growing within the public right-of-way are the responsibility of the abutting property owner for care and maintenance, but remain there only by consent of the village. No such tree, if removed, may be replaced except by permission of the village.
- (I) Each day's violation of this section constitutes a separate offense.
- (J) Whoever violates this section is guilty of a minor misdemeanor.

### **§ 522.06 VILLAGE APPROVAL PROCESS FOR TREES.**

- (A) No person shall hereafter plant any tree in a public place or street right-of-way without first obtaining written Village Approval. Village Approval shall also be obtained for the pruning, trimming or cutting down of trees on public streets or in public places. However, the agent of the Village shall not be required to obtain an Approval for this purpose.
- (B) The Village Approval obtained under the provisions of this chapter shall be in accordance with provision found in a Schedule, see Exhibit Three. Each Village Approval shall be valid for a period of 30 days from the date of issuance. However, such Approval may be revoked by the Village, when it is determined that any Village Approval holder is operating in violation of this chapter.
- (C) Each day's violation of this section constitutes a separate offense.
- (D) Whoever violates this section is guilty of a minor misdemeanor.

### **§ 522.07 PROHIBITED TREES.**

- (A) Any tree not on the approved tree list for planting within public right-of-way shall not be used for planting along public streets or on private property so as to constitute a nuisance to any public streets, sidewalks or ways. No tree of any type shall be planted which is diseased.
- (B) Whenever any tree or shrub shall be planted or set out in conflict with the provisions of this chapter, the village may cause removal of the same without obligating the village to replace the illegally planted tree(s).
- (C) Each day's violation of this section constitutes a separate offense.
- (D) Whoever violates this section is guilty of a minor misdemeanor.

### **§ 522.08 LOCATION OF TREES.**

- (A) No tree shall be planted in the strip between the street and sidewalk where such strip is less than four-foot extra small tree, six-foot small tree, eight-foot medium tree, and ten-foot wide large tree, see Exhibit Two.
- (B) No public tree shall be planted closer than 35 feet from any street corner, measured from the point nearest the intersecting curbs or curb lines. No public tree shall be planted closer than ten feet to any fire hydrant.
- (C) (1) The distance public trees may be planted from curbs or curblines and sidewalks shall be not less than two feet and shall be within a ten-foot tree lawn, see Exhibit Two.  
(2) Except in special plantings designed or approved by the Planning Commission with recommendation by the Tree Advisory Board.
- (D) (1) The spacing of public trees shall not be within 30 feet of each other at the time of planting.  
(2) Except in special plantings designed or approved by the Planning & Zoning Board with recommendation by the Tree Advisory Board.
- (E) The Tree Advisory Board shall review and make recommendations to the Planning & Zoning Board the tree plan for any newly developed Village tree lawns in new subdivisions.
- (F) Each day's violation of this section constitutes a separate offense.
- (G) Whoever violates this section is guilty of a minor misdemeanor.

### **§ 522.09 TREE REMOVAL.**

- (A) Any tree on public property which is diseased or is a nuisance or a hazard to public safety may be removed by order of the Village Administrator, or their designee or on request of the abutting property owner at village expense. Any trees listed in § 522.07 growing on public or private property which interfere with sewer lines or constitute a public nuisance or a hazard, or any trees on private property which overhang a public street or sidewalk which constitute a public nuisance or hazard may be ordered removed by the Village. Where such trees are on private property, removal shall be at the property owner's expense.
- (B) The Village may remove or cause or order to be removed, any trees or part thereof which by reason of its nature is injurious to existing sewers, electric power lines, gas lines, water lines, or other public improvements.
- (C) The village may inspect trees within 100 feet of any sanitary or storm sewer, drain, manhole, or other public utility line above or below the surface of the ground, which has been reported as dangerous to or causing interference with said sewer, drain, manhole or public utility line, and if found dangerous or causing damage or obstruction of such sewer, drain, manhole or public utility line, he/she shall give to the property owner written notice of their findings and an order that such person remove said tree or injurious part thereof within 45 days.
- (D) Whenever it is necessary for the Village to remove a tree from Village right-of-way, the Village shall remove such trees and replace them or plant, on another right-of-way area, 25% of those removed, with a minimum of one. Roadway projects are exempt.
- (E) No person or property owner shall remove a tree from the right-of-way for any reason without approval from the Village. Should approval be given for the removal, the person shall be required to replant or replace 25% of those removal, up to two inch caliper, at the adjacent property owner's cost. The Village must approve the replacement or replanting. Failure to plant replacements shall result in replacement by the Village at the adjacent property owner's cost.
- (F) Each day's violation of this section constitutes a separate offense.
- (G) Whoever violates this section is guilty of a minor misdemeanor.

### **§ 522.10 PROTECTION OF PUBLIC TREES.**

- (A) No person shall abuse trees or mutilate any tree or shrub on a public street or other public place, or attach any rope or wire, other than one used to support a young or broken tree, sign, poster, handbill or anything to such trees. Utility companies shall be responsible for keeping overhead lines from coming in contact with trees and from allowing gaseous substances to cause damage to trees.
- (B) It shall be unlawful for any person, firm or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Village Administrator.
- (C) It shall be unlawful for any person, firm or corporation to attach any cable, wire or signs or any other object to any street, park, or public tree.
- (D) No person shall deposit, place, store, or maintain upon any public place of the Village, any stone, brick, sand, concrete, or other materials within the dripline of the tree.
- (E) It shall be unlawful for any person, firm or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Village Administrator.
- (F) Each day's violation of this section constitutes a separate offense.
- (G) Whoever violates this section is guilty of a minor misdemeanor.

### **§ 522.11 TREE TRIMMING.**

- (A) Any tree growing on public property or a street right-of-way shall be kept trimmed by the abutting property owner so as to allow a minimum of eight feet of clearance where it overhangs a sidewalk, sidepath or bikeway and 12 feet where it overhangs a street.
- (B) Any tree growing on private property which overhangs a public street, sidewalk, sidepath or bikeway shall be kept trimmed by the property owner so as to allow a minimum of eight feet of clearance where it overhangs a sidewalk, sidepath or bikeway and 12 feet where it overhangs a street.
- (C) It shall be the duty of any property owner owning or occupying property bordering on right-of-way upon which property there may be trees or shrubs, to prune or cause to be pruned, such tree or shrub in a manner that they will not obstruct street lights, street signs, or obstruct pedestrian or vehicular traffic on sidewalks or streets.
- (D) It shall be the duty of any person owning or occupying property bordering on right-of-way upon which there are any trees or shrubs which are designated by the Village as dead, dying, diseased, or hazardous or deemed a menace to the health, safety, and welfare, to remove or cause to be removed said tree(s) and/or shrub(s).
- (E) Whoever violates this section is guilty of a minor misdemeanor.

### **§ 522.12 ADJACENT OWNER RESPONSIBILITY.**

- (A) The owner of land adjacent to any village street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.
- (B) No property owner shall allow a tree, or other plant growing on their property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Village Administrator shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the Village may undertake the necessary work and charge the cost to the property owner.

### **§ 522.13 CERTAIN TREES DECLARED A NUISANCE.**

- (A) Any tree, or limb thereof, on private property determined by the Village Administrator to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the Village may require its treatment or removal.
- (B) Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The Village may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the Village Administrator within the written notification period.

## **§ 522.14 COMPLIANCE AND APPEAL.**

- (A) If any property owner fails to comply with a notice or order of the Village to trim or remove a tree on private property or public right-of-way, as provided herein, the Village shall cause such tree to be removed or trimmed and the cost shall be assessed against the real estate of the property owner or the property owner abutting public right-of-way. Section 727.01, and 723.01, Revised Code
- (B) Any person directly affected by a decision, notice or order issued under this code shall have the right to appeal. This will be to the Village Council Service Committee in conciliation with the Village Tree Advisory Board, provided that a written application for appeal is filed within 15 days from the date of the decision, notice or order. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Appeals heard by the Village Council Service Committee shall be submitted on forms provided by the Village.
- (C) In either of the above situations, the Village shall send a written notice to the property owner indicating the required action (pruning or removal) to be taken. A period of 30 days from date of this notice shall be permitted for the property owner to affect the indicated action. Should the property owner or occupant fail to comply, it shall be lawful for the Village to enter upon the property and cause such action. The property owner or occupant shall be charged the actual cost of the work plus administrative fee and payment shall be made within 30 days or the actual cost of the work plus administrative fee shall be assessed to the property taxes.



### § 522.15 WEEDS AND GRASS.

- (A) No owner, occupant or person having the charge or management of any lot or parcel of land situated within the Village, whether the same is improved, unimproved, vacant or occupied, shall permit any weeds or grass to grow thereon to a height exceeding ten inches, except for the following conditions:
- (1) All vacant lots or parcels of land, five acres or more in area, must be mowed over its entire area on at least two occasions every calendar year, the first mowing to occur on or before May 15<sup>th</sup> and the second mowing to occur between September 1<sup>st</sup> and October 15<sup>th</sup>.
  - (2) All vacant lots or parcels of land, five acres or more in area, in any zoning district, abutting or adjacent to developed areas, shall at all times be cut and maintained with a mowed fifty foot setback from the front property line and any developed areas, at a height not to exceed eight (8) inches, and shall, in addition, be mowed over its entire area on at least two occasions every calendar year, the first mowing to occur on or before May 15<sup>th</sup> and the second mowing to occur between September 1<sup>st</sup> and October 15<sup>th</sup>.
- (B) The owner, occupant or person having the charge or management of any lot or parcel of land abutting public right-of-way shall be responsible for cutting and/or removing all grass and weeds over eight (8) inches in the area between the curb and sidewalk, or between the edge of the pavement and the property line where there is no curb or sidewalk, or the area between the center line of an unimproved alley or street and the property line.
- (C) For the purpose of this section, the term **WEEDS** means any vegetation commonly referred to as a weed and shall also include, but not limited to, grasses, annual plants and vegetation; however, this term shall not include cultivated vegetation such as flowers, ornamental plants, trees, shrubs, agricultural crops and gardens that are reasonably maintained.
- (D) Each day's violation of this section constitutes a separate offense.
- (E) Whoever violates this section is guilty of a minor misdemeanor.

### § 522.16 NOXIOUS WEEDS.

- (A) The owner, occupant or person having the charge or management of any lot or parcel of land situated within the Village, whether the same is improved, unimproved, vacant or occupied, shall cut and destroy all noxious weeds.
- (B) For the purpose of this section, **NOXIOUS WEEDS** shall mean those plant species including, but not limited to, those listed in Chapter 901:5-37 of the Ohio Administrative Code and thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, poison sumac, or other plant species of rank growth which may potentially create, directly or indirectly, an unhealthy or unsafe condition.
- (C) Each day's violation of this section constitutes a separate offense.
- (D) Whoever violates this section is guilty of a minor misdemeanor.

**Statutory reference:**

*Notice to owner to cut noxious weeds or remove litter - service, see R.C. § 731.51*

**§ 522.17 TREES, HEDGES AND SHRUBBERY.**

- (A) All trees, hedges, shrubbery or other vegetation shall be kept properly maintained and shall not be permitted to become overgrown or unsightly, constituting a blighting factor to adjoining property.
- (B) Each day's violation of this section constitutes a separate offense.
- (C) Whoever violates this section is guilty of a minor misdemeanor.

**§ 522.18 CUTTING AND REMOVAL OF WEEDS, GRASS AND OTHER OVERGROWN VEGETATION.**

- (A) The owner of any lot or parcel of land situated within the corporate limits that is determined to be out of compliance with §§ 522.15, 522.16 or 522.17, whether the same is improved or unimproved vacant or occupied, within five days written notice to do so, shall cause to be cut and/or to remove, weeds, noxious weeds, grass, trees, shrubbery or other overgrown vegetation upon such lot or parcel or upon any street, public place or tree lawn abutting such lot or parcel.
- (B) (1) Those properties found to be in violation of §§ 522.15, 522.16 or 522.17 shall have a written notice conspicuously placed on the premises for a period of five days. Said notice shall contain the following information:
  - a. The nature of the code violation;
  - b. An order to cut or remove the weeds or grass within five days;
  - c. A statement indicating that should the property owner fail to comply with the order, the Village will cause the weeds or grass to be cut or removed at the owner's expense, and the Village will place a lien on the property; and
  - d. Contact information of the appropriate Village agency.(2) Such notice shall remain on the property until the property is brought into compliance with §§ 522.15, 522.16 or 522.17. Removal of the notice before the property is brought into compliance shall constitute a violation of this section.
- (C) In the event that the owner does not comply with the provisions of this section, the Village Manager is authorized to enforce the provisions of this section, and cut and/or remove such weeds, noxious weeds, grass, trees, shrubbery or other overgrown vegetation.
- (D) The Village may collect the cost by including administrative and related cost, to be certified to the County Auditor to be entered upon the tax duplicate and there shall be a lien upon such land and collected as other taxes and returned to the Village.
- (E) Whoever violates or fails to comply with this section is guilty of a minor misdemeanor.
- (F) A separate offense is deemed committed each day on which a violation occurs or continues.

**§ 522.19 DESTRUCTION OF SHRUBS, TREES OR CROPS.**

- (A) No person, without privilege to do so, shall recklessly cut down, destroy, girdle or otherwise injure a vine, bush, shrub, sapling, tree or crop standing or growing on the land of another or upon public land.
- (B) No person shall plant, prune, brace, cable, spray, or otherwise perform work on a tree in a treelawn or other public place without first obtaining the prior approval. The Village shall require the property owner to obtain a Village Approval. The person obtaining Village Approval shall abide by the standards as set forth in this chapter.
- (C) In addition to any penalty provided, whomever violates this section is liable and treble damages for the injury caused.
- (D) Whoever violates this section is guilty of a minor misdemeanor.

Reference5

70630 *Injuring vines, bushes, trees, or crops on land of another, see R.C. § 901.51*

American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations"

Will add as an Exhibit

*Exhibit Two*

No species other than those included in this list may be planted as Street Trees without written permission of the Village Tree Advisory Board.

<b>Extra Small Trees</b>	<b>Small Trees</b>	<b>Medium Trees</b>	<b>Large Trees</b>
<i>Pendulum weeping Japanese Pagodatree (15-20)</i>	<i>Summer Sprite Tree (25)</i>	<i>Persian Parrotia (30)</i>	<i>His Majesty Cork Tree (40)</i>
<i>Red Buckeye (15-20)</i>	<i>Wireless Zelkova (25)</i>	<i>Trident Maple (30)</i>	<i>American Hop</i>
<i>Allegheny Serviceberry (15-25)</i>	<i>Japanese Tree Lilac (25)</i>	<i>Carolina Silverbell (35)</i>	<i>Hornbeam (40)</i>
<i>Pagoda Dogwood (15-25)</i>	<i>Paperbark Maple (25)</i>	<i>Goldenrain Tree (30-35)</i>	<i>Chinese Elm (40)</i>
<i>Eastern Redbud (20)</i>	<i>City Sprite Tree (25)</i>		<i>Frontier Elm (40)</i>
<i>Dwarf Chinkapin Oak (20)</i>	<i>Thornless Cockspur</i>		<i>Thornless Honeylocust(45)</i>
<i>Apricot Tree (16-20)</i>	<i>Hawthorne sp.(20-30)</i>		<i>Chinkapin Oak (45)</i>
<i>Kousa Dogwood (20-25)</i>	<i>Amur Maackia (25)</i>		<i>American Yellowwood (30-50)</i>
			<i>Kentucky Coffeetree (5)</i>
			<i>Sugar Maple (50)</i>
			<i>Japanese Pagoda Tree(50)</i>
			<i>Shingle Oak (50)</i>
			<i>Pioneer Elm (40-60)</i>
			<i>Magnifica Hackberry(50-60)</i>
			<i>Bloodgood London</i>
			<i>Planetree (60)</i>
			<i>Japanese Zelkova (50-70)</i>

\* Please note: The above species are offered as size class examples only and may not be suitable for planting in your area. Please check with local sources to develop a species list.

**Spacing -** The spacing of Street Trees will be in accordance with the four species size classes listed above, and no trees may be planted closer together than the following:

*Extra Small Trees, 15-20  
Small Trees, 20-25 feet;*

*Medium Trees, 25-40 feet;  
and Large Trees, 40-50 feet;*

except in special plantings designed or approved by a landscape architect.

**Distance from Curb and Sidewalk -** The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three species size classes listed in the above Table, and no trees may be planted closer to any curb or sidewalk than the following: Extra Small Trees 2 feet, Small Trees, 3 feet; Medium Trees, 4 feet; and Large Trees, 5 feet.

**Distance from Street Corners and Fire Hydrant -** No Street Tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No Street Tree shall be planted closer than 10 feet of any fire hydrant.

**Utility -** No Street Trees other than those species listed as Extra Small or Small Trees in above Table may be planted under or within 15 lateral feet of any overhead utility wire, or over or within 5 lateral feet of any underground water line, sewer line, storm, transmission line or other utility.

**Public Tree Care -** The Village shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. The Village Tree Advisory Board may remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect or other pest. This does not prohibit the planting of Street Trees by adjacent property owners providing that the selection and location of said trees is in accordance with Chapter 522.

Fee Schedule

*Currently No Fees.*



# ORDINANCE 2020-07

## OF THE VILLAGE OF ASHVILLE



**AN ORDINANCE AUTHORIZING A PRE-ANNEXATION AGREEMENT WITH MONA M. HARDBARGER, TRUSTEE OF THE ROBERT M. PETERS AND BETTY I. PETERS IRREVOCABLE TRUST, FOR THE ANNEXATION OF PROPERTY LOCATED AT 3688 STATE ROUTE 752, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of Ashville will allow outside, contiguous properties to connect to its Water and Wastewater Systems based upon an authorized and signed Pre-Annexation Agreement, and

WHEREAS, the Village of Ashville Council would like to authorize the Mayor or Village Administrator to enter into a Pre-Annexation Agreement with Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, in order to extend Water and Wastewater Services to 1.001 (±) acres of real property located at 3688 State Route 752.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF ASHVILLE COUNCIL

SECTION ONE The Mayor and/or Village Administrator is hereby authorized to execute a Pre-annexation Agreement with Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust for Water and Wastewater Services at 3688 State Route 752, Ashville, Ohio, Pickaway County, which property is more fully described in the attached Exhibit incorporated herein.

SECTION TWO In accordance with the terms of the Pre-Annexation Agreement, Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, can connect the above-described property to the Ashville Water and Wastewater Systems.

SECTION THREE Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust have six (6) months to complete the petition process for annexation with the Pickaway County Commissioners.

SECTION FOUR DECLARING AN EMERGENCY. Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that the Village needs to comply with the laws of Ohio. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: Nelson R. Embrey

Seconded by: Roger L. Clark

Upon roll call on the adoption of the ordinance, the vote was as follow:

Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Roger L. Clark <input checked="" type="checkbox"/> <input type="checkbox"/>	Nelson R. Embrey <input checked="" type="checkbox"/> <input type="checkbox"/>	Randy S. Loveless <input type="checkbox"/> <input type="checkbox"/>	R. David Rainey <input checked="" type="checkbox"/> <input type="checkbox"/>	Tracie N. Sorvillo <input checked="" type="checkbox"/> <input type="checkbox"/>	Darryl E. Ward <input checked="" type="checkbox"/> <input type="checkbox"/>

Excused Absences

PASSED THIS 14<sup>th</sup> DAY OF September, 2020

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 9/15/2020

APPROVED:

Charles K. Wise, Mayor

DATE: 15 SEP 2020

Prepared: 09/09/2020  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 14<sup>th</sup> day of September 2020, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

\_\_\_\_\_  
Clerk-Fiscal Officer  
(TITLE)



201600005234  
Filed for Record in  
PICKAWAY COUNTY, OHIO  
JOYCE R. GIFFORD, COUNTY REC'D  
08-29-2016 At 10:03 am.  
TRUST AGREE 28.00  
OR Volume 727 Page 2271 -

**MEMORANDUM OF TRUST**  
(R. C. 5301.255)

In accordance with R. C. 5301.255, the undersigned, Mona R. Hardbarger, affirms as follows:

1. She is the Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust dated the 17<sup>th</sup> Day of August, 2007. Her address is 15652 Lockbourne Eastern Road, Ashville, Ohio 43103.
2. The Trust was executed on the 17<sup>th</sup> day of August, 2007,
3. The Trust authorizes her to invest in or otherwise acquire any property without being bound by any law restricting investments by trustees, and to sell, mortgage or exchange any property in her hands without application to court.

*Mona R. Hardbarger*  
Mona R. Hardbarger

Acknowledged before me and subscribed in my presence this 26 day of



LEO J. HALL  
ATTORNEY AT LAW  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Has No  
Expiration Date

Leo J. Hall, Notary Public  
State of Ohio, Lifetime Commission

This instrument prepared by Margulis, Gussler and Hall, Attorneys at Law  
P.O. Box 5 Ashville, OH 43103 and 126 S. Court St., Circleville, OH 43113

201600005234  
MARGULIS GUSSLER & HALL  
P O BOX 5  
ASHVILLE OH 43103



**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement (the "Agreement") is made and entered into this 25<sup>th</sup> day of August, 2020, by and between the Village of Ashville, Ohio, an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio (hereinafter the "Village"), and Mona M. Hardbarger, Trustee of Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007 referred to herein as "Landowners"), under the circumstances summarized in the following recitals. The Village and Landowners are at times referred to collectively herein as the "Parties."

**RECITALS:**

**WHEREAS**, Landowners own approximately 1.001 (±) acres of real property located at 3688 ST RT 752, Township of Harrison, County of Pickaway, Pickaway County Tax Parcel number D12-0-001-00-101-0, which land is located outside and contiguous to the corporate boundaries of the Village, as described and delineated in the legal descriptions and map attached hereto and made a part hereof as Exhibit "A" (and referred to herein as the "Property"); and

**WHEREAS**, the Property would benefit from certain Village services, including, in particular, Village water service; and

**WHEREAS**, the Village is capable of providing such services and hereby agrees to offer its Village water service to the Property if Landowners pursue annexation of the Property to the Village following approval by the Pickaway County Commissioners, with the caveat that it shall be the obligation of Landowners to construct or cause to be constructed the extensions and/or connections to the existing public water lines at Landowners' sole expense; and

**WHEREAS**, the Parties recognize that it is the policy of the Village of Ashville that it will only extend water and sanitary services outside the Village limits if the property owner agrees to file a petition for annexation with the Pickaway County Commissioners at such a time as requested by the Village of Ashville; and

Ordinance 2020-07

**WHEREAS**, pursuant to Resolution No. ~~202~~, a copy of which is attached hereto and made a part hereof, Council for the Village authorized the Village Administrator to enter into this Agreement with Landowners to provide Village water and sanitary services to the Property; and

**WHEREAS**, the Parties agree that it is in their mutual interests to enter into this Agreement related to the future annexation of the Property for the mutual benefit of the Parties.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Village and Landowners covenant and agree as follows:

1. **Petition for Annexation.** Landowners shall prepare, at their expense, an annexation petition, map, legal description ("Petition") and other related documents as may be required by the Ohio Revised Code ("ORC") to annex the Property to the Village. The annexation shall be by ORC Section 709.023, also known as an "Expedited Type II" annexation. Landowners are the only owners of the Property and Landowners shall execute the Petition and will execute other documents reasonably necessary to effectuate the annexation as may be required by law. The Petition will be filed with the Pickaway County, Ohio, Board of County



Commissioners ("Commissioners"). Landowners agree that all costs related to the annexation process will be borne by Landowners. Landowners shall pursue the annexation of the Property and file the Petition no later than six (6) months after the Effective Date of this Agreement referenced in Section 11 below. In the event the Commissioners do not approve the annexation of the Property, this Agreement shall terminate and the Parties shall have no further obligations hereunder.

2. **Village Water and Sanitary Service.** It is understood between the Parties that the extension of the Village's public water and sanitary services to the Property is of prime importance to Landowners and without said service, the annexation of the Property by Landowners would not be pursued. Accordingly, Landowner is hereby permitted to make one residential connection to the Villages water and sanitary system, as an "outside" Village customer Landowner agrees to pay all costs associated with the construction of the connection to the Village's water and sanitary system, including tapping charges, if any. The Village agrees to begin providing the Village's water and sanitary service to the Property as soon as said connection to the Village's water system is completely constructed, following the Effective Date of this Agreement. In the event the Commissioners do not approve the annexation of the Property, and/or in the event Landowners fail to pursue the annexation of the Property and file the Petition within six (6) months after the Effective Date of this Agreement, this shall be grounds for immediate termination of Village water and sanitary service to the Property. Such termination shall be considered a "Voluntary termination of service" and shall proceed under the regulations set forth by Chapter 925 of the Village's Codified Ordinances.
3. **Village Service Resolution.** In accordance with ORC 709.023, the Village shall enact, prior to twenty (20) days after the date of Landowners' filing of the Petition with the Commissioners, a Service Resolution stating the services the Village will provide, and the approximate date by which it will provide them, to the Property. The Service Resolution, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners. In the event that the Commissioners approve the Petition, the Village shall accept the annexation of the Property in accordance with ORC 709.04.
4. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it.
5. **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties or pursuant to the terms of this Agreement.
6. **Assignment.** Landowners shall not assign this Agreement without the written consent of the Village, which shall not be unreasonably withheld.
7. **Entire Agreement.** This Agreement merges all of the oral negotiations, representations, discussions, and understanding between the Parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the Parties with respect to the subject matter herein. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. **Severability.** If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall

not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force and effect.

9. **Modifications or Amendments.** No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing approved and signed by the Parties.
10. **Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are integral to this Agreement and as such are incorporated herein by reference.
11. **Effective Date.** This Agreement shall be effective when signed by all Parties hereto.
12. **Successors and Assigns.** It is intended that the covenants, agreements, promises, recoupments and duties set forth herein shall be construed as covenants and commitments that run with the land and shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of the Parties hereto.

**\*\*\* REMAINDER OF PAGE INTENTIONALLY BLANK \*\*\***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 25th day of August, 2020.

VILLAGE OF ASHVILLE, OHIO

By: Franklin Christman 9/15/2020

Printed: Franklin Christman

Title: Village Administrator

LANDOWNER: Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters

Irrevocable Trust, dated August 17, 2007

By: Mona Hardbarger, Trustee

Printed: Mona M. Hardbarger, Trustee

Title: Owner

STATE OF OHIO, COUNTY OF PICKAWAY, SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007, sole owner of property, who acknowledged that she did sign the foregoing agreement and that the same is her free act and deed in such capacity.

IN TESTIMONY HEREOF, I have hereunto set my hand and seal in Pickaway County, OH, this 25<sup>th</sup> day of August, 2020.

*[Handwritten Signature]*

Notary Public



LEO J. HALL  
ATTORNEY AT LAW  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Has No  
Expiration Date  
Section 147.03 R. C.

Approved As To Form  
MARK LANDES, ESQUIRE  
Village Law  
Solicitor

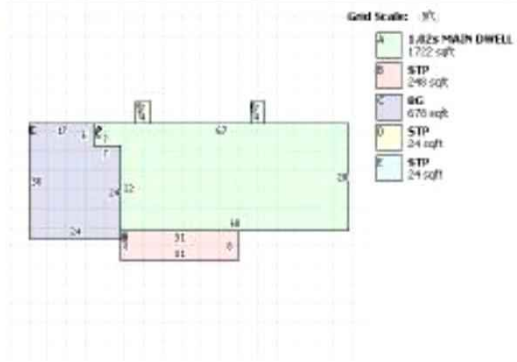
Pickaway County, Ohio - Property Record Card  
Parcel: D1200010010100 Card: 1

Owner **HARDBARGER MONA, TRUSTEE**  
Address **3688 S R 752**  
Land Use **(510) R - SINGLE FAMILY DWELLING, PLATTED LOT**  
Class **RESIDENTIAL**  
Legal Description **LT-4 PETERS SD BLOCK A**

MAP



SKETCH



RESIDENTIAL

Building Style	RANCH	Full Baths	1
Sq. Ft.	1722	Half Baths	1
Year Built	1966	Basement	FULL
Stories	1.02	Basement Area	0
Exterior Wall		Rec Room Area	0
Rooms	6	Heat Fuel Type	GAS
Bedrooms	3	Heat/Cool	CENTRAL AIR CONDITION
Family Rooms	1	Attic	NONE
Fireplace Openings(Stacks)	0(0)	Trim	0

LAND

Code	Frontage	Depth	Acreage	SqFt	Value
1	200	218	N/A	N/A	\$43,360.0

VALUATION

	Appraised	Assessed
Land Value	\$43,360.00	\$15,180.00
Building Value	\$107,380.00	\$37,580.00
Total Value	\$150,740.00	\$52,760.00
CAUV Value		\$0.00
Taxable Value		\$52,760.00

PERMITS

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	AP1 - FOUR	1990	28x40	\$4,920.00

SALES

Date	Buyer	Seller	Price	Validity
8/29/2016	HARDBARGER MONA, TRUSTEE	PETERS BETTY I	\$0.00	4 RELATED
8/16/2016	PETERS BETTY I	PETERS ROBERT M	\$0.00	4 RELATED

Property Record Card generated 9/8/2020 10:04:25 AM by Pickaway County, Ohio.  
The Auditor's Office is open and can be reached at

## EASEMENT AND RIGHT OF WAY

On this 25<sup>th</sup> day of August 2020, in consideration of One Dollar (\$1.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007**, whose address is 15652 Lockbourne Eastern Road, Ashville, Ohio 43103 ("Grantor"), her successors and assigns, hereby grants, sells, conveys, and warrants to the **Village of Ashville, Ohio**, whose principal address is 200 East Station Street, Ashville, Ohio 43103 ("Grantee"), its successors and assigns, a permanent easement and right of way (the "Easement"), for sanitary sewage lines and appurtenant equipment and fixtures, being, in, on, over, under, and through and across the following described lands of Grantor situated in the State of Ohio, Pickaway County, Harrison Township, Lot 4, Rosa A Peters Subdivision-Block A, Tax Parcel Number D12-0-001-00-101-00 (the "Property").

Grantor claims title by Warranty Deed, Official Record 727, Page 2269, recorded on August 29, 2016, in the Pickaway County Recorder's Office.

Auditor/Tax Parcel Number: D12-0-001-00-101-00

The easement area is more fully described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof (the "Easement Area").

### **GRANTOR FURTHER GRANTS GRANTEE THE FOLLOWING RIGHTS:**

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, and patrol, protect, repair, remove, replace, upgrade, and relocate within the Easement Area, piping and tunnel systems made of PVC, metal, concrete, or other materials, and all other appurtenant equipment and fixtures from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the Easement herein granted.

The right of unobstructed ingress and egress, at any and all times, over, across and along, and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

**THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

Grantor reserves the right to use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, her successors and assigns plant or cultivate trees or similar obstructive vegetation or construct, install, erect, or permit any temporary or permanent building, structure, improvement, or obstruction, or permit any alteration of the ground elevation, over or within the Easement Area. Grantee may, at Grantor's cost, remove any structure or obstruction if places within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

Provided that Grantor abides by all of its obligations, as described above, Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor to the Property, when such damages arise out of the Grantee's exercise of the rights herein granted.

The failure of Grantor to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed and original, but all of which, taken together, shall constitute one and the same instrument.

**[Remainder of this page is left intentionally blank. See next page for signatures.]**

**IN WITNESS WHEREOF**, said Grantor have hereunto set their hand and seal as of the last date set forth below.

**GRANTOR:**

Robert M. Peters and Betty I. Peters  
Irrevocable Trust, dated August 17, 2007

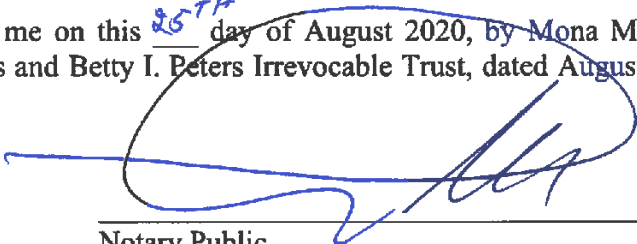
  
By: Mona M. Hardbarger, Trustee

State of Ohio,  
County of Pickaway, SS:

This instrument was acknowledged before me on this 25<sup>TH</sup> day of August 2020, by Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007, on behalf of said trust.



LEO J. HALL  
ATTORNEY AT LAW  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Has No  
Expiration Date  
Section 147.03 R. C.

  
\_\_\_\_\_  
Notary Public  
Commission Expires: NO EXPIRATION

**Instrument Prepared By:**

Evan C. Cochran, Esq.  
Isaac Wiles Burkholder & Teetor, LLC  
Two Miranova Place, Suite 700  
Columbus, Ohio 43215

## Exhibit A

### **20' SANITARY SEWER EASEMENT 0.099 ACRES**

Situated in the Township of Harrison, County of Pickaway, State of Ohio; also being a part of Lot 4 of Rosa A Peters Subdivision-Block "A" as recorded in Plat Book 5 Page 59, also being a part of those lands as conveyed to Mona M. Hardberger, Trustee as described in Official Record 727 Page 2269; being more particularly described as follows:

Beginning at the southeasterly corner of said Lot 4, said point also being along the northerly right-of-way line of State Route 752 (right-of-way varies), said point also being along the westerly line of a 1.00 acre tract as conveyed to Edward T. Meyers and Jody C. Myers as described in Official Record 695 Page 1351, said point also being the **TRUE POINT OF BEGINNING**, and from said beginning point running thence,

Along a portion of the southerly line of said Lot 4 and along the northerly right-of-way line of State Route 752, *North 88° 47' 51" West for a distance of 20.00'* to a point; thence,

Along a line parallel and 20.00' distant to the easterly line of said Lot 4, *North 01° 38' 59" East for a distance of 215.41'* to a point; thence,

Along a portion of the northerly line of said Lot 4, *South 88° 10' 38" East for a distance of 20.00'* to the northeasterly corner of said Lot 4; thence,

Along the easterly line of said Lot 4, *South 01° 38' 59" West for a distance of 215.19'* to the point of beginning, containing 0.099 acres of land, more or less.

Basis of bearings for the herein-described courses is the State Plane Coordinate System, Ohio South Zone (NAD83-2011).

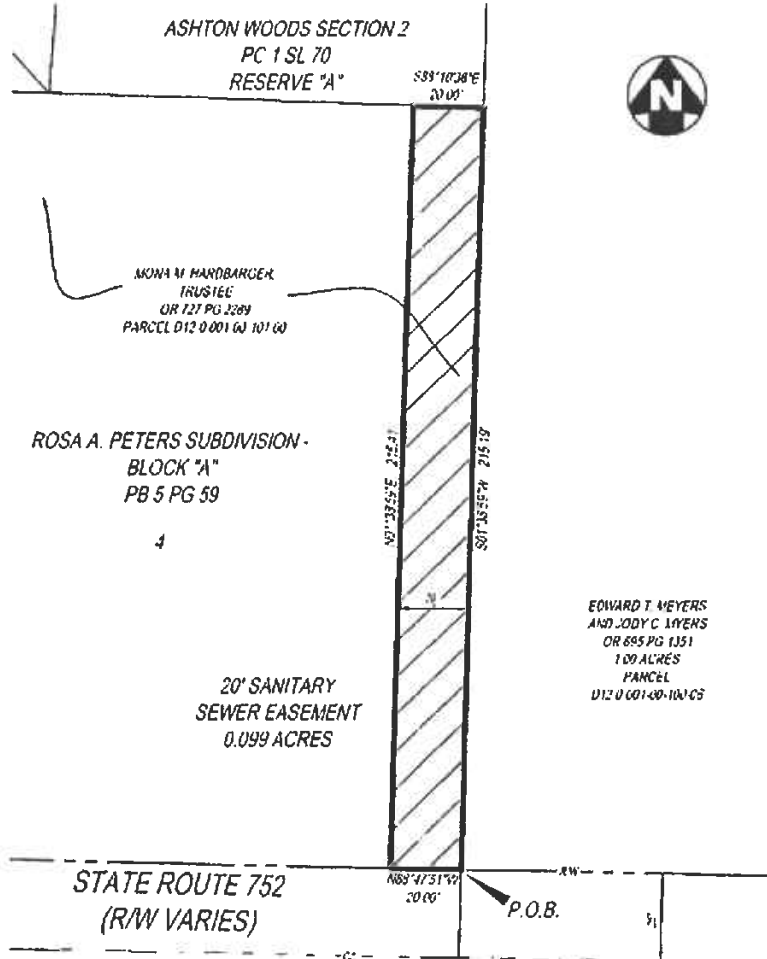


*Michael L. Keller*

Michael L. Keller  
Professional Surveyor, Ohio License No. 7978


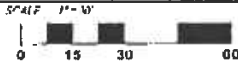
8/11/2020  
Date





*Michael L. Keller*  
 MICHAEL L. KELLER  
 OHIO PROFESSIONAL SURVEYOR NO 7978

8/11/2020  
 DATE

 <p><b>THE KLEINGERS GROUP</b></p> <p> <small>                     CIVIL ENGINEERS-PA                      SURVEYORS                      LANDSCAPE ARCHITECTS                      www.kleingers.com                      200 HIGLEY ST. SUITE 402                      COLUMBUS, OHIO 43215                      614.221.2111                 </small> </p>	<p><b>20' SANITARY SEWER EASEMENT</b>                  LOT 4, ROSA A PETERS SUBDIVISION-BLOCK "A"                  PB 5 PG 59                  HARRISON TOWNSHIP, PICKAWAY COUNTY, OHIO</p>	PROJECT NO: 001013.009 DATE: 01/11/2020
		SCALE: 1" = 10' 
		SHEET NO: <p style="text-align: center;"><b>1 OF 1</b></p>

201600005234  
Filed for Record in  
PICKAWAY COUNTY, OHIO  
JOYCE R. GIFFORD, COUNTY RECORDER  
08-29-2016 At 10:03 am.  
TRUST AGREE 28.00  
OR Volume 727 Page 2271 ~ 2271

**MEMORANDUM OF TRUST**  
(R. C. 5301.255)

In accordance with R. C. 5301.255, the undersigned, Mona R. Hardbarger, affirms as follows:

1. She is the Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust dated the 17<sup>th</sup> Day of August, 2007. Her address is 15652 Lockbourne Eastern Road, Ashville, Ohio 43103.
2. The Trust was executed on the 17<sup>th</sup> day of August, 2007.
3. The Trust authorizes her to invest in or otherwise acquire any property without being bound by any law restricting investments by trustees, and to sell, mortgage or exchange any property in her hands without application to court.

*Mona R. Hardbarger*  
Mona R. Hardbarger

Acknowledged before me and subscribed in my presence this 26 day of



LEO J. HALL  
ATTORNEY AT LAW  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Has No  
Expiration Date

Leo J. Hall, Notary Public  
State of Ohio, Lifetime Commission

This instrument prepared by Margulis, Gussler and Hall, Attorneys at Law  
P.O. Box 5 Ashville, OH 43103 and 126 S. Court St., Circleville, OH 43113

201600005234  
MARGULIS GUSSLER & HALL  
P O BOX 5  
ASHVILLE OH 43103



# ORDINANCE 2020-08

## OF THE VILLAGE OF ASHVILLE

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR OR MAYOR TO EXECUTE AN AGREEMENT WITH THE TEAYS VALLEY SCHOOL DISTRICT FOR USE OF THE VILLAGE'S WATER TOWER FOR PLACEMENT OF A COMMUNICATION ANTENNA, AND DECLARING AN EMERGENCY



WHEREAS, the Teays Valley School District needs a location for a communication antenna; and  
WHEREAS, the Village of Ashville has an elevated water tower; and  
WHEREAS, Council for the Village of Ashville is pleased to work with the Teays Valley School District in providing a location for their communication needs; and  
WHEREAS, Council for the Village of Ashville now wants to authorize the Village Administrator to enter into an agreement with the Teays Valley School District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

### SECTION I

The Village Administrator or Mayor are hereby authorized and directed to enter into an Agreement with the Teays Valley School District, in substantially the same format and content, as the document attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the Village of Ashville.

### SECTION II

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 Council and any of the decision making bodies of the Village of Ashville 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 III

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 IV

Council declares this to be an emergency measure necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that Village Council needs to approve and enter into this Agreement. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: Nelson R. Embrey

Seconded by: Roger L. Clark

Upon roll call on the adoption of the ordinance, the vote was as follow:

Roger L. Clark  Yes  No    Nelson R. Embrey  Yes  No    Randy S. Loveless  Yes  No    R. David Rainey  Yes  No    Tracie N. Sorvillo  Yes  No    Darryl E. Ward  Yes  No

PASSED THIS 26<sup>th</sup> DAY OF OCTOBER, 2020

ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 10/26/2020

APPROVED:  
  
Charles K. Wise, Mayor

DATE: 26 OCT 2020

Prepared: 09/11/2020

Revised Date:

Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 26<sup>th</sup> day of October 2020, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



## SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease Agreement"), made this 22 day of September, year 2020, between Village of Ashville ("Village"), and Teays Valley School District ("School") (Village and School collectively referred to herein as the "parties") and existing under the laws of Ohio.

WHEREAS, School is under contract with R.E.M. Communications, Inc. to provide communication service to School and Village and School have shared interests to help facilitate School's provision of improved communication by and between School's buses for the safety and well-being of Village residents and School students; and,

WHEREAS, Village owns and operates a water tower and adjacent water equipment building ideally located for School to place a communications antenna facility, equipment, cabinets and other necessary devices to support School's contract with R.E.M. Communications, Inc. and provide efficient communication service by and between School's buses. NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. Leased Premises.** Village hereby leases to the School, for the period, at the rent, and upon the terms and conditions hereafter set forth, the non-exclusive use of:

The Top of the Village of Ashville Water Tower Structure ("Structure") and adequate, nominal space in the adjacent water equipment building at 140 Park Street, Ashville, Ohio 43103 to install a control panel and grants to School a non-exclusive easement for reasonable access thereto and for adequate utility services (the Leased Premises).

- 2. Term.** The Term of this Lease Agreement shall be for five (5) years commencing on the date of execution of this Lease Agreement. Thereafter, this Lease Agreement shall automatically renew for one (1) additional five (5)-year term unless either party provides 60 days' advance written notice of its desire to not renew. This Lease Agreement may be terminated in accordance with those provisions set forth in Section 12.

- 3. Rental.** School shall pay Village as basic rent for the Leased Premises the sum of \$100 for each year of the Lease Agreement. Rent payment for the initial year of this Lease Agreement shall be payable to Village immediately upon execution of this Lease Agreement, and the same amount shall be payable for each subsequent year under this Lease Agreement by no later than the 15<sup>th</sup> day of September, next beginning on September 15, 2021.

- 4. Governmental Approval Contingency.**

- a. School Application.** School's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the engineering study specified in Subparagraph 4(b) below on the Structure to be conducted at School's expense. Village shall cooperate with School in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the School's proposed use thereof.

b. Interference Study. School must pay for the reasonable cost of a radio frequency interference study carried out by R.E.M. Communications, Inc., showing that School's intended use will not interfere with any existing communications facilities. If the study finds that there is a potential for interference that cannot be reasonably remedied, Village may terminate this Lease Agreement immediately and refund the initial rental to School.

c. Non-approval. In the event that any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to School is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that School, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, School shall have the right to terminate this Lease Agreement. Notice of School's exercise of its right to terminate shall be given to Village in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Village as evidenced by the return receipt. Upon such termination, this Lease Agreement shall become null and void and the parties shall have no further obligations to each other.

5. **School's Use.**

a. User Priority. School agrees that the following priorities of use of the Leased Premises, in descending order, shall apply in the event of communication interference or other conflict while this Lease Agreement is in effect, and School's use shall be subordinate accordingly:

1. Village;
2. Public safety agencies, including but not limited to law enforcement, fire, and ambulance services, that are not part of the Village;
3. Other governmental agencies where use is not related to public safety; and
4. Government-regulated entities whose antennas offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or which School is legally authorized to provide. This use shall be non-exclusive, and Village specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

(b) Purposes. School shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Village-approved communications antenna facility, equipment, cabinets and an accessory building (collectively, "Antenna Facilities"), and uses incidental thereto for providing radio and wireless telecommunication services which School is legally authorized to provide. This use shall be non-exclusive, and Village specifically reserves the right to allow the Leased Premises to be used by other entities and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

(c) Operation. School shall have the right, at its sole cost and expense, to install, operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and with all applicable FCC rules and regulations. School's installation of all Antenna Facilities shall be done according to plans approved by Village, which approval shall not be unreasonably withheld. School's Antenna Facilities shall not be located in such a manner and place on the Leased Premises that interferes with or obstructs the Village's decal and other signage presently located on the Structure and Leased Premises. Any damage done to the Leased premises or other Village property including the Structure during installation or during operations shall be repaired at School's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the School, unless otherwise provided in this Lease Agreement.

(d) Maintenance Improvement Expense. All modifications to the Leased Premises and all improvements made for School's benefit shall be at the School's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Village's facilities on or adjacent to the Leased Premises, and secured by School. If School's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at School's expense, the same color as the Structure as approved by Village.

(e) Drawings. School shall provide Village with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises.

(f) No Interference. School shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Village so as not to conflict with the use of the Structure, Leased Premises, and surrounding premises by Village. School shall not unreasonably interfere with the Village or any other entity's use of the Structure or Leased Premises in effect at the time of execution of this Lease Agreement, and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by Village.

(g) Access. School, at all times during this Lease Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities. Village shall provide notice to School twenty-four (24) hours in advance, except in an emergency, of any maintenance on the Leased Premises that will require School to temporarily move its Antenna Facilities. In such instance, School will be responsible for any costs incurred in temporarily moving its Antenna Facilities. School shall have access to the Structure only with the approval of Village. School shall request access to the Structure twenty-four (24) hours in advance (business days) except in an emergency, and Village's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for School to have access to the Structure at some time other than the normal working hours of Village, Village may charge School for whatever expense, including employees' wages, that Village may incur in providing such access to School. Should School request Village to alter any operations with the Structure, such as draining or lowering the water level, so that School can install, add to, or maintain its Antenna Facilities, School shall pay the Village all its costs related to doing so.

6. **Additional Maintenance Expenses.** Upon notice from Village, School shall promptly pay to Village additional Village expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Structure, that are caused by School's use of the Leased Premises.
7. **Advances in Technology.** As technology advances and improved antennas are developed which are routinely used in School's business, Village may require, in its sole discretion, the replacement of existing antennas with the improved antennas if the new antennas are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved antennas are practical and technically feasible at this location.
8. **Insurance and Indemnification.**
  - (a) School shall, during the term of this Lease Agreement, maintain property coverage on all personal property and fixtures owned by School. School acknowledges that Village is not responsible for insuring against the loss of School's equipment improvements. School shall also maintain single limit or combined limit general liability insurance policy of an amount not less than the limits set forth in Ohio Revised Code (ORC) 2744 for property damage arising from one occurrence or for bodily or personal injuries or death or damages arising from one occurrence.
  - (b) Each party shall be responsible for its own actions, omissions, or negligence and/or the actions, omissions, or negligence of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Lease Agreement. The parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own actions, omissions, or negligence and/or the actions, omissions, or negligence of its respective boards, board members, officials, employees, agents, representatives, servants, and/or volunteers in the performance of this Lease Agreement.
9. **Damage or Destruction.** If the Leased Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, Village shall have the option to repair or replace the Leased Premises at its sole expense, or to terminate this Lease Agreement immediately effective on the date of such damage or destruction. In the event it elects to terminate the Lease Agreement, neither School nor Village shall have any further obligations hereunder. If Village elects to repair or replace the Leased Premises, until such repair or replacement is completed so that the School can resume full operations, the School's rental hereunder shall abate until the Leased Premises are restored to a condition that the School can resume full operations at the Leased Premises.
10. **Lease Termination.**
  - (a) **Events of Termination.** Except as otherwise provided herein, this Lease Agreement may be terminated as follows:
    - (i) by either party, for any reason, upon 90 days' prior written notice to the other party;

(ii) by School, upon 60 days' prior written notice to Village, based on the effective or anticipated termination of the contractual arrangements between School and R.E.M. Communications, Inc. for the provision of bus communication services to School;

(iii) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(iv) by School for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or School's business;

(v) by School for cause if the Leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or interference under School's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;

(vi) by Village, upon 120 days' prior written notice to School if its Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by School and/or discontinue use of the Structure for all purposes;

(vii) by Village if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;

(viii) by Village if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process, provided that for a one year period after termination under this subparagraph, Village shall not lease the Leased Premises to another party with equal or lesser priority for the same use as that of School; or

(ix) by Village if it determines that School has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Village's Council.



(b) Notice of Termination. The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease prior to said termination date shall be retained by Village. Notices issued under this Lease Agreement shall be addressed as follows:

**If to Village:**

Village of Ashville  
ATTN: Franklin Christman, Village Administrator  
P.O. Box 195  
200 East Station Street  
Ashville, Ohio 43103

**If to School:**

Teays Valley Local Schools  
385 Viking Way  
Ashville, Ohio 43103

(c) Site Restoration. In the event that this Lease Agreement is terminated or not renewed, School shall have 60 days from the termination or expiration date to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. In the event that School's Antenna Facilities, and related equipment are not removed to the reasonable satisfaction of the Village, they shall be deemed abandoned and become the property of the Village and School shall have no further rights thereto.

**11. School Interference.**

(a) With Structure. School shall not interfere with Village's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Village's use thereof no later than three business days after receipt of written notice of the interference from Village. In the event that School's cessation of action is material to School's use of the Leased Premises and such cessation frustrates School's use of the Leased Premises, within School's sole discretion, School shall have the immediate right to terminate this Lease.

(b) With Higher Priority Users. If School's Antenna Facilities cause impermissible interference with higher priority users as set forth in under Subparagraph 5(a) above or with pre-existing Schools, School shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Village's written notice of the interference, School shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after School received Village's written notice, Village may at its option terminate this Lease immediately.

(c) Interference Study - New Occupants. Upon written notice by Village that it has a bona fide request from any other entity to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), School agrees to provide Village, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by School on the Leased Premises at the time of such request. Village may then have an independent, registered professional engineer of Village's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to School. Village shall require the new applicant to pay for such interference studies, unless the Village or other higher priority user requests the use. In that event, the School agrees to pay its pro rata share, in comparison to all other entities occupying the Leased Premises Area, for the necessary interference studies.

(d) Interference - New Occupants. Village agrees that it will not grant a future lease in the Leased Premises Area to any entity who is of equal or lower priority to School, if such entity's use is reasonably anticipated to interfere with School's operation of its Antenna Facilities. Village agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with School's Antenna Facilities. Village agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to School to provide School these same assurances against interference. Village shall have the obligation to eliminate any interference with the operations of School caused by such subsequent occupants. If such interference is not eliminated, School shall have the right to terminate this Lease Agreement or seek injunctive relief against the interfering occupant, at School's expense.

**12. Assignment**. This Lease Agreement may not be sold, assigned, or transferred by School without the prior written consent of the Village, such consent not to be unreasonably withheld.

**13. Miscellaneous Provisions**.

(a) Village warrants that it has full right, power, and authority to execute this Lease Agreement. Village covenants that School, in paying rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises.

(b) School's obligations hereunder shall be contingent upon School's ability to use the premises for the purpose described in Paragraph (6) above, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals.


(c) School shall obtain all necessary governmental and regulatory approvals required for its occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. The Village shall cooperate with the School in obtaining such approvals.

- (d) The provisions of this Lease Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.
- (e) This Lease Agreement contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.
- (f) This Lease may only be amended in writing and signed by the parties in interest at the time of such amendment.
- (g) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.
- (h) If any term or provision of this Lease Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease Agreement, and the remaining provision shall be enforceable in accordance with their terms.
- (i) This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be litigated in the appropriate courts of Pickaway County, Ohio.
- (j) If School does not promptly vacate the premises at the end of the Lease Agreement's automatic renewal term, such holding over shall be treated as creating a month to month tenancy.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first written above.

## Signature Page

### Teays Valley School District

Signature: 

Print: Robin N. Haller

Title: Superintendent

### Village of Ashville

Signature: 

Print: Franklin Christman

Title: Village Administrator

Approved As To Form

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Mark Landes, Esquire  
Village Law Solicitor



# ORDINANCE 2020-09 OF THE VILLAGE OF ASHVILLE



AN ORDINANCE TO AMEND ORDINANCE 2008-07 CHANGING THE SYSTEM CAPACITY CHARGE FOR WATER AND WASTEWATER IN THE VILLAGE OF ASHVILLE. THIS CHANGE WILL NOT CONFLICT WITH ANY OHIO REVISED CODE (ORC) LIMITATIONS AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville, Ohio authorizes by ordinance the system capacity charged for the utilities within and/or without the Village; and

WHEREAS, it becomes necessary on occasion to adjust those charges.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

### SECTION ONE

That the following rate structure will be used as a replacement for Chapter 929.06 Water system capacity charge and Chapter 929.07 Sewer system capacity charge:

#### 929.06 WATER SYSTEM CAPACITY CHARGE AND 229.07 SEWER SYSTEM CAPACITY CHARGE

(d) Rate. Such capacity charge shall be imposed based upon the size of the water tap whether within the Village according to the following schedule:

Capacity	Ashville Current Charge			Ashville New Charge			
	Size	Water	Water-fire*	Sanitary	Water	Water-fire*	Sanitary
	3/4	\$3,000.00	\$1,500.00	\$4,000.00	\$4,320.00	\$2,160.00	\$5,550.00
	1	\$5,310.00	\$2,655.00	\$7,080.00	\$7,650.00	\$3,825.00	\$9,820.00
	1 1/2	\$11,910.00	\$5,955.00	\$15,880.00	\$17,150.00	\$8,575.00	\$22,020.00
	2	\$21,090.00	\$10,545.00	\$28,128.00	\$30,370.00	\$15,185.00	\$39,000.00
	3	\$47,520.00	\$23,760.00	\$63,360.00	\$68,420.00	\$34,210.00	\$87,850.00
	4	\$84,480.00	\$42,240.00	\$112,640.00	\$121,630.00	\$60,815.00	\$156,170.00
	6	\$189,960.00	\$94,980.00	\$253,280.00	\$273,500.00	\$136,750.00	\$351,170.00

8 inches and larger require special action by Village Council

The Village Administrator will negotiate this charge based upon a fair and equitable standard. This negotiated charge must be approved by the Village Council of Ashville.

\* 929.06 WATER SYSTEM CAPACITY CHARGE. (e)

### SECTION TWO

Council declares this to be an emergency measure necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that Village Council needs to approve and enter into this Agreement. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: Nelson R. Embrey

Seconded by: Roger L. Clark

Upon roll call on the adoption of the ordinance, the vote was as follow:

Roger L. Clark	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Nelson R. Embrey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Randy S. Loveless	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R. David Rainey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tracie N. Sorvillo	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Darryl E. Ward	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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PASSED THIS 7<sup>th</sup> DAY OF DECEMBER, 2020

ATTEST:   
April D. Grube, Clerk-Fiscal Officer

DATE: 12/10/2020

APPROVED:   
Charles K. Wise, Mayor

DATE: 10 DEC 2020

Prepared: 10/21/2020  
Revised Date:  
Review Date:

#### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 7<sup>th</sup> day of December 2020, and that I am duly authorized to execute this certificate.



(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



# ORDINANCE 2020-10

## OF THE VILLAGE OF ASHVILLE



AN ORDINANCE TO MAKE TEMPORARY APPROPRIATIONS FOR THE NEXT YEAR'S EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ASHVILLE, STATE OF OHIO, BASED UPON THE CERTIFICATE OF ESTIMATED RESOURCES ISSUED BY THE PICKAWAY COUNTY BUDGET COMMISSION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND DECLARING AN EMERGENCY.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Ashville, State of Ohio the following:

**SECTION ONE:** That the 2021 Temporary Appropriations Ordinance is hereby designed to reflect the Certificate of Estimated Resources. Such amendments amounts and spending targets are listed in Exhibit 1, which shall become part of this ordinance.

**SECTION TWO:** That the "Non-binding Narrative for the 2021 Budget" remark is defined as an indication of management's intended allocation of amounts approved by Council and that it does not indicate the legal level of control established by Council."

**SECTION THREE:** That the Village Council hereby authorizes that funds may be expended for coffee, meals, refreshments and /or other amenities for municipal officers, employees or other persons with the approval of the Mayor or VA and certified by Fiscal Officer for payment.

**SECTION FOUR:** The Village Fiscal Officer is hereby authorized to make payments from any of the foregoing appropriations and to make supplemental appropriations between "Object" codes within the same "Fund" and "Program" area as provided by the Ohio Revised Code (ORC) with the exception of "Object" codes 590 and 690 from which only the Mayor and/or Village Administrator are authorized to approve expenditures or supplemental appropriations. That the Village Council hereby authorizes that the fiscal officer can expend funds for employees' salaries and benefits as reflected in the appropriation budget indicates in Exhibit I.

**SECTION FIVE:** And the Village Fiscal Officer is hereby authorized to draw warrants on the Village Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the Council or officers authorized by law to approve the same, or an ordinance or resolution of council to make the expenditure; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon vote of two-thirds of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations herein made.

**SECTION FIVE:** That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council.

Offered by: Nelson R. Embrey

Seconded by: Darryl E. Ward

Upon roll call on the adoption of the ordinance, the vote was as follow:

Upon roll call on the adoption of the ordinance, the vote was as follow:

Roger L. Clark  Yes  No Nelson R. Embrey  Yes  No Randy S. Loveless  Yes  No R. David Rainev  Yes  No Tracie N. Sorvillo  Yes  No Darryl E. Ward  Yes  No

PASSED THIS 21<sup>ST</sup> DAY OF DECEMBER, 2020

ATTEST:   
April D. Grube, Clerk-Fiscal Officer

DATE: 12/22/2020

APPROVED:   
Charles K. Wise, Mayor

DATE: 29 Dec 2020



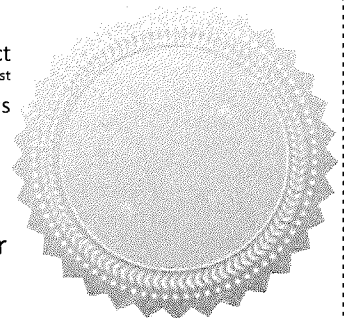
Prepared: 11/10/2020  
Revised Date:  
Review Date:

1 of 1 | Page with Exhibit

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 21<sup>st</sup> day of December 2020, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



2021 Temporary Expense Appropriation Budget

Description	Fund / Program / Object #	Temporary Appropriation			Non-binding Narrative for 2021 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
		Object&Program Total	Program Total	Fund Total	
Other - Personal Services	1000-110-190-0000	\$508,991.75			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay Periods, Differential
Ohio Public Employees Retirement System	1000-110-211-0000	\$0.00			17.63%
Medicare	1000-110-213-0000	\$7,380.38			1.45%
Ohio Police and Fire Pension Fund	1000-110-215-0000	\$99,253.39			19.50%
Medical/Hospitalization/Vision	1000-110-221-0000	\$100,927.15			Healthcare Premium & Deductible
Dental Insurance	1000-110-223-0000	\$3,483.81			Healthcare Premium
Workers' Compensation	1000-110-225-0000	\$9,752.79			1.92%
Other - Insurance Benefits	1000-110-229-0000	\$1,970.60			
Travel and Transportation	1000-110-252-0000	\$0.00			
Uniforms and Clothing	1000-110-270-0000	\$5,060.63			
Other - Employee Fringe Benefits	1000-110-290-0000	\$0.00			
Utilities	1000-110-310-0000	\$2,777.93			
Communications, Printing and Advertising	1000-110-320-0000	\$0.00			
Training Services	1000-110-348-0000	\$0.00			
Other - Other Contractual Services	1000-110-399-0000	\$64,385.91			
Other-Other Contractual Services (Court Fines Arrest Authority Fund)	1000-110-399-1000	\$0.00			
Operating Supplies and Materials	1000-110-420-0000	\$46,116.77			
Repairs and Maintenance of Motor Vehicles	1000-110-433-0000	\$18,898.95			Vehicle Maintenance
Fuel, Oil, & etc.	1000-110-439-0000	\$5,746.53			Fuel & Oil
Other - Capital Outlay	1000-110-590-0000	\$250.56			
Other - Other	1000-110-690-0000	\$10,000.00			Expenditure at the Discretion of Mayor
<b>Police Total</b>		<b>\$884,997.16</b>	<b>\$884,997</b>		
Electricity	1000-130-311-0000	\$46,439.83			
Other - Other	1000-130-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Street Lighting Total</b>		<b>\$51,439.83</b>	<b>\$51,440</b>		
Payment to Another Political Subdivision	1000-210-640-0000	\$18,050.42			Health Department
Other - Other	1000-210-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>County Health Total</b>		<b>\$23,050.42</b>	<b>\$23,050</b>		
Other - Other Contractual Services	1000-290-399-0000	\$0.00			Indigent Burials
Other - Other	1000-290-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Other Public Health Total</b>		<b>\$5,000.00</b>	<b>\$5,000</b>		
Uniforms and Clothing	1000-310-270-0000	\$0.00			
Other - Other Contractual Services	1000-310-399-0000	\$0.00			
Operating Supplies and Materials	1000-310-420-0000	\$0.00			
Other - Other	1000-310-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Fun-in-the-Sun Total</b>		<b>\$5,000.00</b>	<b>\$5,000</b>		
Other - Personal Services	1000-320-190-0000	\$21,065.98			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-320-211-0000	\$2,949.24			14.00%
Social Security	1000-320-212-0000	\$0.00			0.00%
Medicare	1000-320-213-0000	\$290.11			
Medical/Hospitalization/Vision	1000-320-221-0000	\$6,646.06			Healthcare Premium & Deductible
Dental Insurance	1000-320-223-0000	\$26.41			Healthcare Premium
Workers' Compensation	1000-320-225-0000	\$403.65			
Other - Insurance Benefits	1000-320-229-0000	\$109.83			
Uniforms and Clothing	1000-320-270-0000	\$115.94			1.92%
Utilities	1000-320-310-0000	\$2,999.77			
Communications, Printing and Advertising	1000-320-320-0000	\$0.00			

## 2021 Temporary Expense Appropriation Budget

Description	Fund / Program / Object #	Temporary Appropriation			Non-binding Narrative for 2021 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
		Object&Program Total	Program Total	Fund Total	
Account Name	Account Code				
Other - Personal Services	1000-110-190-0000	\$508,991.75			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods, Differential
Ohio Public Employees Retirement System	1000-110-211-0000	\$0.00			17.63%
Medicare	1000-110-213-0000	\$7,380.38			1.45%
Ohio Police and Fire Pension Fund	1000-110-215-0000	\$99,253.39			19.50%
Medical/Hospitalization/Vision	1000-110-221-0000	\$100,927.15			Healthcare Premium & Deductible
Dental Insurance	1000-110-223-0000	\$3,483.81			Healthcare Premium
Workers' Compensation	1000-110-225-0000	\$9,752.79			1.92%
Other - Insurance Benefits	1000-110-229-0000	\$1,970.60			
Travel and Transportation	1000-110-252-0000	\$0.00			
Uniforms and Clothing	1000-110-270-0000	\$5,060.63			
Other - Employee Fringe Benefits	1000-110-290-0000	\$0.00			
Utilities	1000-110-310-0000	\$2,777.93			
Communications, Printing and Advertising	1000-110-320-0000	\$0.00			
Training Services	1000-110-348-0000	\$0.00			
Other - Other Contractual Services	1000-110-399-0000	\$64,385.91			
Other-Other Contractual Services (Court Fines Arrest Authority Fund)	1000-110-399-1000	\$0.00			
Operating Supplies and Materials	1000-110-420-0000	\$46,116.77			
Repairs and Maintenance of Motor Vehicles	1000-110-433-0000	\$18,898.95			Vehicle Maintenance
Fuel, Oil, & etc.	1000-110-439-0000	\$5,746.53			Fuel & Oil
Other - Capital Outlay	1000-110-590-0000	\$250.56			
Other - Other	1000-110-690-0000	\$10,000.00			Expenditure at the Discretion of Mayor
<b>Police Total</b>		<b>\$884,997.16</b>	<b>\$884,997</b>		
Electricity	1000-130-311-0000	\$46,439.83			
Other - Other	1000-130-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Street Lighting Total</b>		<b>\$51,439.83</b>	<b>\$51,440</b>		
Payment to Another Political Subdivision	1000-210-640-0000	\$18,050.42			Health Department
Other - Other	1000-210-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>County Health Total</b>		<b>\$23,050.42</b>	<b>\$23,050</b>		
Other - Other Contractual Services	1000-290-399-0000	\$0.00			Indigent Burials
Other - Other	1000-290-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Other Public Health Total</b>		<b>\$5,000.00</b>	<b>\$5,000</b>		
Uniforms and Clothing	1000-310-270-0000	\$0.00			
Other - Other Contractual Services	1000-310-399-0000	\$0.00			
Operating Supplies and Materials	1000-310-420-0000	\$0.00			
Other - Other	1000-310-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Fun-in-the-Sun Total</b>		<b>\$5,000.00</b>	<b>\$5,000</b>		
Other - Personal Services	1000-320-190-0000	\$21,065.98			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-320-211-0000	\$2,949.24			14.00%
Social Security	1000-320-212-0000	\$0.00			0.00%
Medicare	1000-320-213-0000	\$290.11			
Medical/Hospitalization/Vision	1000-320-221-0000	\$6,646.06			Healthcare Premium & Deductible
Dental Insurance	1000-320-223-0000	\$26.41			Healthcare Premium
Workers' Compensation	1000-320-225-0000	\$403.65			
Other - Insurance Benefits	1000-320-229-0000	\$109.83			
Uniforms and Clothing	1000-320-270-0000	\$115.94			1.92%
Utilities	1000-320-310-0000	\$2,999.77			
Communications, Printing and Advertising	1000-320-320-0000	\$0.00			



2021 Temporary Expense Appropriation Budget

Description	Fund / Program / Object #	Temporary Appropriation			Non-binding Narrative for 2021 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object&Program Total	Program Total	Fund Total	
Account Name	Account Code				
Other - Other Contractual Services	1000-320-399-0000	\$1,465.08			
Operating Supplies and Materials	1000-320-420-0000	\$835.26			
Other - Capital Outlay	1000-320-590-0000	\$31,226.38			Funds could be used in combination with 690 & Grant Funding
Other - Other	1000-320-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
Other - Other	1000-320-690-1000	\$5,000.00			Expenditure at the Discretion of Mayor or VA (Park Camera)
<b>Park Total</b>		<b>\$78,133.70</b>	<b>\$78,134</b>		
Utilities	1000-330-310-0000	\$1,967.21			
Other - Other Contractual Services	1000-330-399-0000	\$0.00			
Other - Other	1000-330-690-0000	\$1,000.00			Expenditure at the Discretion of Mayor or VA
<b>Culture Museum Total</b>		<b>\$2,967.21</b>	<b>\$2,967</b>		
Other - Personal Services	1000-410-190-0000	\$18,755.93			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-410-211-0000	\$2,625.83			14.00%
Medicare	1000-410-213-0000	\$271.96			1.45%
Medical/Hospitalization/Vision	1000-410-221-0000	\$2,592.89			Healthcare Premium & Deductible
Dental Insurance	1000-410-223-0000	\$79.22			Healthcare Premium
Workers' Compensation	1000-410-225-0000	\$359.38			1.92%
Other - Insurance Benefits	1000-410-229-0000	\$108.57			
Travel and Transportation	1000-410-252-0000	\$0.00			
Communications, Printing and Advertising	1000-410-320-0000	\$0.00			
Professional and Technical Services	1000-410-340-0000	\$0.00			
Other - Other Contractual Services	1000-410-399-0000	\$12,064.94			
Other - Other Contractual Services CEDA	1000-410-399-1003	\$17,495.04			This fund will be used to pay MORPC and P3 Membership
Other - Other Contractual Services JEDD	1000-410-399-1004	\$10,600.00			This fund will be used to pay MORPC and P3 Membership
Operating Supplies and Materials	1000-410-420-0000	\$507.87			
Operating Supplies and Materials CEDA	1000-410-420-1003	\$0.00			
Operating Supplies and Materials JEDD	1000-410-420-1004	\$0.00			
Other - Other	1000-410-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Total Planning and Zoning/Building Dept.</b>		<b>\$70,461.64</b>	<b>\$70,462</b>		
Other Community Service	1000-490-399-0000	\$0.00			
Other Community Service	1000-490-420-0000	\$0.00			
		<b>\$0.00</b>	<b>\$0</b>		
Other-Other Contractual Services	1000-533-399-0001	\$0.00			
		<b>\$0.00</b>	<b>\$0</b>		
Other - Personal Services	1000-561-190-0000	\$13,256.15			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-561-211-0000	\$1,855.86			14.00%
Medicare	1000-561-213-0000	\$192.21			1.45%
Medical/Hospitalization/Vision	1000-561-221-0000	\$7,468.09			Healthcare Premium & Deductible
Dental Insurance	1000-561-223-0000	\$89.78			Healthcare Premium
Workers' Compensation	1000-561-225-0000	\$254.00			1.92%
Other - Insurance Benefits	1000-561-229-0000	\$73.06			
Other - Insurance Benefits	1000-561-229-0001	\$0.00			
Communications, Printing and Advertising	1000-561-320-0000	\$0.00			
Garbage and Trash Removal	1000-561-398-0000	\$393,279.76			Calculated need for Local Waste Services \$383,782.80
Other - Other Contractual Services	1000-561-399-0000	\$2,026.00			
Other - Other Contractual Services Harrison Township	1000-561-399-1561	\$0.00			Discontinued Service
Operating Supplies and Materials	1000-561-420-0000	\$2,946.55			
Operating Supplies and Materials Harrison Township	1000-561-420-1561	\$0.00			Discontinued Service

2021 Temporary Expense Appropriation Budget

Description	Fund / Program / Object #	Temporary Appropriation			Non-binding Narrative for 2021 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object&Program Total	Program Total	Fund Total	
Account Name	Account Code				
Other - Other	1000-561-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA (Tonage Fee)
<b>Refuse Total</b>		<b>\$426,441.47</b>	<b>\$426,441</b>		
Other - Personal Services	1000-610-190-0000	\$105,505.02			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-610-211-0000	\$14,770.70			14.00%
Medicare	1000-610-213-0000	\$1,529.82			1.45%
Medical/Hospitalization/Vision	1000-610-221-0000	\$36,861.43			Healthcare Premium & Deductible
Dental Insurance	1000-610-223-0000	\$792.18			Healthcare Premium
Workers' Compensation	1000-610-225-0000	\$2,021.58			1.92%
Other - Insurance Benefits	1000-610-229-0000	\$553.13			
Uniforms and Clothing	1000-610-270-0000	\$0.00			
Utilities	1000-610-310-0000	\$0.00			
Streets, Highways, Curbs and Sidewalks(CONSTRUCTION RESERVE)	1000-610-396-5000	\$0.00			
Streets, Highways, Curbs and Sidewalks(GRANT MATCHING FUNDS)	1000-610-396-5002	\$0.00			
Other - Other Contractual Services	1000-610-399-0000	\$45.73			
Repairs and Maintenance of Motor Vehicles	1000-610-420-0000	\$360.15			
Other Capital Outlay	1000-610-433-0000	\$0.00			
Other Misc.	1000-610-590-0000	\$0.00			
Traffic Signs and Signals	1000-610-690-000	\$1,868.62			Expenditure at the Discretion of Mayor or VA
Principal	1000-610-710-0000	\$0.00			
Interest	1000-610-720-0000	\$0.00			
Traffic Signs and Signals	1000-650-420-0000	\$0.00			
Other - Other Contractual Services	1000-670-399-0000	\$0.00			Sidewalk
Other - Other	1000-670-690-0000	\$6,236.00			Extra Money for Sidewalks Expenditure at the Discretion of Mayor or VA
<b>Streets Department Total</b>		<b>\$170,544.37</b>	<b>\$170,544</b>		
Salary - Administrator	1000-710-131-0000	\$51,947.48			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Salaries - Administrator's Staff	1000-710-132-0000	\$18,755.93			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Salary - Mayor	1000-710-161-0000	\$12,374.61			No Wage Adjustment, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-710-211-0000	\$11,630.92			14.00%
Social Security	1000-710-212-0000	\$0.00			1.45%
Medicare	1000-710-213-0000	\$1,204.63			
Medical/Hospitalization/Vision	1000-710-221-0000	\$29,309.19			Healthcare Premium & Deductible
Dental Insurance	1000-710-223-0000	\$395.77			Healthcare Premium
Workers' Compensation	1000-710-225-0000	\$1,591.86			
Other - Insurance Benefits	1000-710-229-0000	\$1,182.79			
Travel and Transportation	1000-710-252-0000	\$50.00			
Uniforms and Clothing	1000-710-270-0000	\$0.00			
Housing and Meals	1000-710-260-0000	\$0.00			
Communications, Printing and Advertising	1000-710-320-0000	\$0.00			
Training Services	1000-710-348-0000	\$0.00			
Other - Other Contractual Services	1000-710-399-0000	\$8,153.29			2020 Retreat with 690 & 1000-715
Operating Supplies and Materials	1000-710-420-0000	\$6,252.36			
Repairs and Maintenance of Motor Vehicles	1000-710-433-0000	\$0.00			Vehicle Maintenance
Fuel, Oil, & etc.	1000-710-439-0000	\$0.00			Fuel & Oil
Other - Capital Outlay	1000-710-590-0000	\$294.79			
Other - Other	1000-710-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Administrative/Mayor Total</b>		<b>\$148,143.61</b>	<b>\$148,144</b>		
Salaries - Council	1000-715-111-0000	\$20,170.84			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-715-211-0000	\$2,823.92			14.00%

2021 Temporary Expense Appropriation Budget

Description	Fund / Program	Temporary Appropriation			Non-binding Narrative for 2021 Budget
	/ Object #	Object&Program	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Social Security	1000-715-212-0000	\$292.48			1.45%
Medicare	1000-715-213-0000	\$0.00			0.00%
Medical/Hospitalization/Vision	1000-715-221-0000	\$35,611.57			Healthcare Premium & Deductible
Dental Insurance	1000-715-223-0000	\$1,056.24			Healthcare Premium
Workers' Compensation	1000-715-225-0000	\$24.72			
Other - Insurance Benefits	1000-715-229-0000	\$550.23			
Travel and Transportation	1000-715-252-0000	\$0.00			
Housing and Meals	1000-715-260-0000	\$0.00			
Other - Employee Fringe Benefits	1000-715-290-0000	\$0.00			
Communications, Printing and Advertising	1000-715-320-0000	\$0.00			
Training Services	1000-715-348-0000	\$0.00			
Other - Other Contractual Services	1000-715-399-0000	\$9,960.40			2019 Retreat with 690 & 1000-710
Operating Supplies and Materials	1000-715-420-0000	\$1,638.57			
Repairs and Maintenance of Motor Vehicles	1000-715-433-0000	\$0.00			Vehicle Maintenance
Fuel, Oil, & etc.	1000-715-439-0000	\$0.00			Fuel & Oil
Other Capital Outlay	1000-715-590-0000	\$294.79			
Other - Other	1000-715-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Legislative Total</b>		<b>\$77,423.76</b>	<b>\$77,424</b>		
Other - Personal Services	1000-720-190-0000	\$8,232.64			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods, % of Fiscal Officer
Ohio Public Employees Retirement System	1000-720-211-0000	\$1,152.57			14.00%
Medicare	1000-720-213-0000	\$119.37			1.45%
Medical/Hospitalization/Vision	1000-720-221-0000	\$2,302.59			Healthcare Premium & Deductible
Dental Insurance	1000-720-223-0000	\$42.25			Healthcare Premium
Workers' Compensation	1000-720-225-0000	\$157.75			2.15%
Other - Insurance Benefits	1000-720-229-0000	\$36.66			
Travel and Transportation	1000-720-252-0000	\$0.00			
Uniforms and Clothing	1000-720-270-0000	\$0.00			
Training Services	1000-720-348-0000	\$0.00			
Other - Other Contractual Services	1000-720-399-0000	\$2,815.72			Computer software upgrade 690 & 2904
Operating Supplies and Materials	1000-720-420-0000	\$676.98			
Other - Other	1000-720-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Mayors Court Total</b>		<b>\$20,536.53</b>	<b>\$20,537</b>		
Salary - Clerk/Treasurer	1000-725-121-0000	\$25,727.15			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-725-211-0000	\$3,601.80			14.00%
Medicare	1000-725-213-0000	\$373.04			1.45%
Medical/Hospitalization/Vision	1000-725-221-0000	\$7,195.60			Healthcare Premium & Deductible
Dental Insurance	1000-725-223-0000	\$132.03			Healthcare Premium
Workers' Compensation	1000-725-225-0000	\$492.96			1.92%
Other - Insurance Benefits	1000-725-229-0000	\$108.57			
Travel and Transportation	1000-725-252-0000	\$0.00			
Housing and Meals	1000-725-260-0000	\$0.00			
Uniforms and Clothing	1000-725-270-0000	\$0.00			
Training Services	1000-725-348-0000	\$0.00			
Other - Other Contractual Services	1000-725-399-0000	\$2,445.56			
Operating Supplies and Materials	1000-725-420-0000	\$2,086.87			
Other - Other	1000-725-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Clerk Treasurer</b>		<b>\$47,163.59</b>	<b>\$47,164</b>		

2021 Temporary Expense Appropriation Budget

Description	Fund / Program / Object #	Temporary Appropriation			Non-binding Narrative for 2021 Budget
		Object&Program Total	Program Total	Fund Total	FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
Account Name	Account Code				
Salaries	1000-730-190-0000	\$10,125.00			Summer Work and Jobs & Family Services Programs
Ohio Public Employees Retirement System	1000-730-211-0000	\$1,417.50			14%
Social Security	1000-730-212-0000	\$0.00			
Medicare	1000-730-213-0000	\$0.00			0.00%
Workers' Compensation	1000-730-225-0000	\$0.00			0.00%
Uniforms and Clothing	1000-730-270-0000	\$0.00			
Utilities	1000-730-310-0000	\$25,770.74			
Telephone	1000-730-321-0000	\$3,007.19			
Other - Other Contractual Services	1000-730-399-0000	\$31,582.09			
Operating Supplies and Materials	1000-730-420-0000	\$3,249.98			Money from 690 will be moved for Banner support
Other - Capital Outlay	1000-730-590-0000	\$6,915.42			
Other - Other	1000-730-690-0000	\$20,000.00			Expenditure at the Discretion of Mayor or VA
<b>Lands and Buildings Total</b>		<b>\$102,067.91</b>	<b>\$102,068</b>		
Election Expenses	1000-735-345-0000	\$1,597.23			
Other - Other	1000-735-690-0000	\$1,000.00			Expenditure at the Discretion of Mayor or VA
<b>Boards and Commissions Total</b>		<b>\$2,597.23</b>	<b>\$2,597</b>		
Tax Collection Fees	1000-740-344-0000	\$2,901.02			
	1000-740-690-0000	\$2,000.00			Expenditure at the Discretion of Mayor or VA
<b>County Auditor Total</b>		<b>\$4,901.02</b>	<b>\$4,901</b>		
Auditing Services	1000-745-342-0000	\$0.00			
Other - Other	1000-745-690-0000	\$2,000.00			Expenditure at the Discretion of Mayor or VA
<b>State Auditor Fee Total</b>		<b>\$2,000.00</b>	<b>\$2,000</b>		
Other - Personal Services	1000-755-190-0000	\$28,410.89			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-755-211-0000	\$3,977.52			14.00%
Medicare	1000-755-213-0000	\$411.96			1.45%
Medical/Hospitalization/Vision	1000-755-221-0000	\$0.00			
Dental Insurance	1000-755-223-0000	\$264.06			
Workers' Compensation	1000-755-225-0000	\$544.38			1.92%
Other - Insurance Benefits	1000-755-229-0000	\$0.00			
Travel and Transportation	1000-755-252-0000	\$0.00			
Housing and Meals	1000-755-260-0000	\$0.00			
Training Services	1000-755-348-0000	\$0.00			
Other - Other Contractual Services	1000-755-399-0000	\$52,429.86			
Operating Supplies and Materials	1000-755-420-0000	\$2,880.13			
Other - Capital Outlay	1000-755-590-0000	\$0.00			
Other - Other	1000-755-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
<b>Tax Administration Total</b>		<b>\$93,918.79</b>	<b>\$93,919</b>		
Other - Capital Outlay	1000-765-590-0000	\$0.00			
<b>Distribution Income Tax Total</b>			<b>\$0</b>		
Communications, Printing and Advertising	1000-790-320-0000	\$0.00			
<b>Communications, Printing and Advertising</b>		<b>\$0.00</b>	<b>\$0</b>		
Principal	1000-850-710-0000	\$54,500.00			
Interest	1000-850-720-0000	\$2,795.00			
<b>Debt Service Total</b>		<b>\$57,295.00</b>	<b>\$57,295</b>		
Transfers - Out	1000-910-910-0000	\$0.00			
Transfers - Out Other Misc	1000-910-910-0001	\$0.00			
<b>Debt Service Total</b>		<b>\$0.00</b>	<b>\$0</b>		

2021 Temporary Expense Appropriation Budget

Description	Fund / Program	Temporary Appropriation			Non-binding Narrative for 2021 Budget	
	/ Object #	Object&Program	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)	
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account	
Advances Out	1000-920-920-0000	\$0.00				
<b>Debt Service Total</b>		<b>\$0.00</b>	<b>\$0</b>			
Contingencies	1000-930-930-0000	\$383,453.86				
Contingencies - Construction Reserve	1000-930-930-5000	\$185,471.21				
Contingencies - Capital Reserve	1000-930-930-5001	\$0.00			Final Appropriation add \$220,000	
Contingencies - Capital Reserve	1000-930-930-5002	\$0.00				
<b>Contingencies Total</b>		<b>\$568,925.07</b>	<b>\$568,925</b>			
Other - Other Financing Uses	1000-990-990-0000	\$0.00				
<b>Other Total</b>	<b>Revenue Generated</b>	<b>\$0.00</b>	<b>\$0</b>		Certificate from Pickaway County	
<b>General Fund Total</b>	<b>\$2,634,589.47</b>		<b>\$2,843,008</b>	<b>\$2,843,008.29</b>	<b>\$2,863,064.56</b>	
Other-Communications, Printing & Advertising	2011-610-329-0000	\$0.00				
Other - Personal Services	2011-620-190-0000	\$0.00			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods	
Ohio Public Employees Retirement System	2011-620-211-0000	\$0.00			14.00%	
Medicare	2011-620-213-0000	\$0.00			1.45%	
Medical/Hospitalization/Vision	2011-620-221-0000	\$0.00			Healthcare Premium & Deductible	
Dental Insurance	2011-620-223-0000	\$0.00			Healthcare Premium	
Workers' Compensation	2011-620-225-0000	\$0.00			1.92%	
Uniforms and Clothing	2011-620-270-0000	\$311.78				
Other Employee Fringe Benefit	2011-620-290-0000	\$0.00				
Other - Other Contractual Services	2011-620-399-0000	\$16,874.22				
Operating Supplies and Materials	2011-620-420-0000	\$13,383.57				
Repairs and Maintenance of Motor Vehicles	2011-620-433-0000	\$9,444.02			Vehicle Maintenance	
Fuel, Oil, & etc.	2011-620-439-0000	\$1,582.57			Fuel & Oil	
Other - Capital Outlay	2011-620-590-0000	\$20,637.15				
Other - Other	2011-620-690-0000	\$229,541.64				
Other - Other Contractual Services	2011-630-399-0000	\$0.00			Street Cleaning, Snow & Ice Removal	
Operating Supplies and Materials	2011-630-420-0000	\$0.00			Street Cleaning, Snow & Ice Removal	
Operating Supplies and Materials	2011-640-420-0000	\$0.00				
Operating Supplies and Materials Traffic Signs & Signals	2011-650-420-0000	\$2,615.99				
Other - Capital Outlay	2011-650-590-0000	\$5,531.71				
Other - Other	2011-650-690-0000	\$26,500.00			Expenditure at the Discretion of Mayor or VA	
Principal	2011-850-710-0000	\$6,320.35				
Interest	2011-850-720-0000	\$700.03				
<b>Street Maintenance and Repair Total</b>	<b>Calculated</b>	<b>\$496,453.26</b>	<b>\$333,443.03</b>	<b>\$333,443</b>	<b>\$333,443.03</b>	Certificate from Pickaway County
Operating Supplies & Materials Street Maintenance & Repair	2021-620-420-0000	\$0.00				
Other - Capital Outlay Street Maintenance & Repair	2021-620-590-0000	\$8,438.18				
Operating Supplies and Materials	2021-630-420-0000	\$0.00				
Operating Supplies and Materials	2021-640-420-0000	\$0.00				
Electricity Traffic Signals, Signs	2021-650-311-0000	\$0.00				
Other - Other Contractual Services	2021-650-399-0000	\$2,512.69				
Operating Supplies and Materials	2021-650-420-0000	\$1,286.68				
Other - Capital Outlay	2021-650-590-0000	\$4,756.29				
Principal	2021-850-710-0000	\$0.00				
Interest	2021-850-720-0000	\$0.00				
<b>State Highway Total</b>	<b>Calculated</b>	<b>\$31,306.66</b>	<b>\$16,993.83</b>	<b>\$16,994</b>	<b>\$16,993.83</b>	Certificate from Pickaway County
Other - Other Contractual Services	2041-310-399-0000	\$0.00				
Operating Supplies and Materials	2041-310-420-0000	\$0.00				

2021 Temporary Expense Appropriation Budget

Description	Fund / Program	Temporary Appropriation			Non-binding Narrative for 2021 Budget	
	/ Object #	Object&Program	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)	
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account	
Other - Capital Outlay	2041-310-590-0000	\$0.00				
Other - Other Outlay	2041-310-690-0000	\$2,818.33			Expenditure at the Discretion of Mayor or VA	
<b>Parks Total</b>	<b>Calculated</b>	<b>\$2,818.33</b>	<b>\$2,818.33</b>	<b>\$2,818</b>	<b>\$2,818.33</b>	Certificate from Pickaway County
Other - Other Contractual Services	2042-320-399-0000	\$0.00				
Buildings and Other Structures	2042-320-530-0000	\$0.00				
<b>Parks Special Total</b>	<b>Calculated</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$0.00</b>	Certificate from Pickaway County
Other - Other Contractual Services	2081-110-399-0000	\$0.00				
Operating Supplies & Materials Street Maintenance & Repair	2081-620-420-0000	\$250.00				
<b>Special Police Fund</b>	<b>Calculated</b>	<b>\$1,344.00</b>	<b>\$250.00</b>	<b>\$250</b>	<b>\$250.00</b>	Certificate from Pickaway County
Streets, Highways, Curbs and Sidewalks	2101-610-396-0000	\$0.00				
Streets, Highways, Curbs and Sidewalks(CONSTRUCTION RESERV	2101-610-396-5000	\$52,324.87				
Streets, Highways, Curbs and Sidewalks(GRANT MATCHING FUND)	2101-610-396-5002	\$0.00				
Operating Supplies and Materials	2101-610-420-0000	\$5,279.36				
Other - Capital Outlay	2101-610-590-0000	\$2,138.20				
Streets, Highways, Curbs and Sidewalks	2101-640-396-0000	\$0.00				
Other - Capital Outlay	2101-640-590-0000	\$0.00				
Principal	2101-640-710-0000	\$3,273.45				
<b>Motor Vehicle Total</b>	<b>Calculated</b>	<b>\$100,430.88</b>	<b>\$63,015.88</b>	<b>\$63,016</b>	<b>\$63,015.88</b>	Certificate from Pickaway County
Other - Other Contractual Services	2151-790-399-0000	\$0.00				
Operating Supplies and Materials	2151-790-420-0000	\$4,934.69				
<b>Coronavirus Relief Fund</b>	<b>Calculated</b>	<b>\$230,551.17</b>	<b>\$4,934.69</b>	<b>\$4,935</b>	<b>\$4,934.69</b>	Certificate from Pickaway County
Other - Other Contractual Services	2271-110-348-0000	\$11,381.04				
<b>Special Police Education Fund</b>	<b>Calculated</b>	<b>\$2,729.04</b>	<b>\$11,381.04</b>	<b>\$11,381</b>	<b>\$11,381.04</b>	Certificate from Pickaway County
Other - Other Contractual Services	2901-610-399-0000	\$31,271.33				
<b>Street Building Fund Total</b>	<b>Calculated</b>	<b>\$21,429.73</b>	<b>\$31,271.33</b>	<b>\$31,271</b>	<b>\$31,271.33</b>	Certificate from Pickaway County
Other - Other Contractual Services	2902-640-399-0000	\$33,713.07				
Operating Supplies and Materials	2902-640-420-0000	\$0.00				
<b>Surface Water Fund Total</b>	<b>Calculated</b>	<b>\$33,620.07</b>	<b>\$33,713.07</b>	<b>\$33,713</b>	<b>\$33,713.07</b>	Certificate from Pickaway County
Other - Capital Outlay	2903-790-590-0000	\$39,064.82				
<b>General Building Fund Total</b>	<b>Calculated</b>	<b>\$39,742.57</b>	<b>\$39,064.82</b>	<b>\$39,065</b>	<b>\$39,064.82</b>	Certificate from Pickaway County
Other - Other Contractual Services	2904-720-399-0000	\$3,045.00				
Operating Supplies and Materials	2904-720-420-0000	\$0.00				
Other - Capital Outlay	2904-720-590-0000	\$10,598.05				
<b>Mayors Court Total</b>	<b>Calculated</b>	<b>\$4,283.05</b>	<b>\$13,643.05</b>	<b>\$13,643</b>	<b>\$13,643.05</b>	Certificate from Pickaway County
Other - Other	2905-690-690-0000	\$0.00				
Transfers - Out	2905-910-910-0000	\$0.00				
	<b>Calculated</b>	<b>\$4,283.05</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$0.00</b>	Certificate from Pickaway County
Grant Contractual	4201-800-399-0000	\$500,000.31				
<b>Past Grant</b>	<b>Calculated</b>	<b>\$0.31</b>	<b>\$500,000.31</b>	<b>\$500,000</b>	<b>\$500,000.31</b>	Certificate from Pickaway County
Grant Contractual	4202-800-399-0000	\$0.00				
<b>Past Grant</b>	<b>Calculated</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$0.00</b>	Certificate from Pickaway County
Grant Contractual	4203-800-399-0000	\$0.00				
<b>OPWC Railroad Crossing Relocation</b>	<b>Calculated</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$0.00</b>	Certificate from Pickaway County
Other - Personal Services	5101-531-190-1000	\$34,720.97			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods	
Ohio Public Employees Retirement System	5101-531-211-0000	\$4,860.94			14.00%	
Medicare	5101-531-213-0000	\$503.45			1.45%	
Medical/Hospitalization/Vision	5101-531-221-0000	\$31,381.96			Healthcare Premium & Deductible	
Dental Insurance	5101-531-223-0000	\$137.31			Healthcare Premium	

2021 Temporary Expense Appropriation Budget

Description	Fund / Program / Object #	Temporary Appropriation			Non-binding Narrative for 2021 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
		Object&Program Total	Program Total	Fund Total	
Account Name	Account Code				
Workers' Compensation	5101-531-225-0000	\$665.29			1.92%
Other - Insurance Benefits	5101-531-229-0000	\$86.83			
Travel and Transportation	5101-531-252-0000	\$0.00			
Uniforms and Clothing	5101-531-270-0000	\$0.00			
Other - Other Contractual Services	5101-531-399-0000	\$589.47			
Operating Supplies and Materials	5101-531-420-0000	\$465.35			
Vehicle Maintenance New Account	5101-531-433-0000	\$0.00			Vehicle Maintenance New Account
Fuel & Oil	5101-531-439-0000	\$0.00			Fuel & Oil
Other - Other	5101-531-690-0000	\$0.00			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5101-532-190-0000	\$12,866.26			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	5101-532-211-0000	\$1,801.28			14.00%
Medicare	5101-532-213-0000	\$186.56			1.45%
Medical/Hospitalization/Vision	5101-532-221-0000	\$7,264.33			Healthcare Premium & Deductible
Dental Insurance	5101-532-223-0000	\$87.14			Healthcare Premium
Workers' Compensation	5101-532-225-0000	\$246.53			1.92%
Other - Insurance Benefits	5101-532-229-0000	\$70.76			
Travel and Transportation	5101-532-252-0000	\$0.00			
Uniforms and Clothing	5101-532-270-0000	\$0.00			
Communications, Printing and Advertising	5101-532-320-0000	\$0.00			
Other - Other Contractual Services	5101-532-399-0000	\$2,146.47			
Operating Supplies and Materials	5101-532-420-0000	\$2,738.48			
Other - Capital Outlay	5101-532-590-0000	\$0.00			
Other - Other	5101-532-690-0000	\$5,000.00			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5101-533-190-0000	\$81,779.66			2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods
Ohio Public Employees Retirement System	5101-533-211-0000	\$11,449.15			14.00%
Medicare	5101-533-213-0000	\$1,185.81			1.45%
Medical/Hospitalization/Vision	5101-533-221-0000	\$24,173.87			Healthcare Premium & Deductible
Dental Insurance	5101-533-223-0000	\$330.08			Healthcare Premium
Workers' Compensation	5101-533-225-0000	\$1,566.98			1.92%
Other - Insurance Benefits	5101-533-229-0000	\$231.65			
Travel and Transportation	5101-533-252-0000	\$0.00			
Housing and Meals	5101-533-260-0000	\$5,000.00			
Uniforms and Clothing	5101-533-270-0000	\$56.36			
Utilities	5101-533-310-0000	\$38,879.06			
Telephone	5101-533-321-0000	\$1,309.91			
Training Services	5101-533-348-0000	\$0.00			
Other - Other Contractual Services	5101-533-399-0000	\$45,334.69			
Other - Other Contractual Services Water Tower Payment	5101-533-399-0001	\$122,013.25			Amount Available through tank revenue collection \$122,100
Operating Supplies and Materials	5101-533-420-0000	\$53,966.96			
Repairs and Maintenance of Motor Vehicles	5101-533-433-0000	\$380.69			Vehicle Maintenance
Fuel, Oil, & etc.	5101-533-439-0000	\$359.07			Fuel & Oil
Other - Capital Outlay	5101-533-590-0000	\$25,561.33			Emergency Fund Based Upon OhioEPA Recommendation
Other - Other	5101-533-690-0000	\$76,177.77			Expenditure at the Discretion of Mayor or VA
Other Debt Service Principal	5101-850-710-0000	\$632.04			
Other - Debt Service Interest	5101-850-720-0000	\$70.01			
Other - Debt Service	5101-850-790-0000	\$0.00			\$6015.57
Advances Out	5101-920-920-0000	\$0.00			

2021 Temporary Expense Appropriation Budget

Description	Fund / Program		Temporary Appropriation			Non-binding Narrative for 2021 Budget	
	/ Object #	Account Code	Object&Program	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)	
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account		
<b>Water Total</b>	Calculated	\$686,799.50	\$596,277.73	\$596,278	\$596,277.73	Certificate from Pickaway County	\$596,277.73
Other - Personal Services	5201-541-190-0000	\$31,238.00				2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods	
Ohio Public Employees Retirement System	5201-541-211-0000	\$4,373.00					14.00%
Medicare	5201-541-213-0000	\$453.00					1.45%
Medical/Hospitalization/Vision	5201-541-221-0000	\$30,912.00				Healthcare Premium & Deductible	
Dental Insurance	5201-541-223-0000	\$346.00				Healthcare Premium & Deductible	
Workers' Compensation	5201-541-225-0000	\$599.00					1.92%
Other - Insurance Benefits	5201-541-229-0000	\$243.00					
Travel and Transportation	5201-541-252-0000	\$0.00					
Uniforms and Clothing	5201-541-270-0000	\$0.00					
Utilities	5201-541-310-0000	\$0.00					
Telephone	5201-541-321-0000	\$0.00					
Training Services	5201-541-348-0000	\$0.00					
Other - Other Contractual Services	5201-541-399-0000	\$2,035.00					
Operating Supplies and Materials	5201-541-420-0000	\$2,511.00					
Repairs and Maintenance of Motor Vehicles	5201-541-433-0000	\$0.00				Vehicle Maintenance	
Fuel, Oil, & etc.	5201-541-439-0000	\$0.00				Fuel & Oil	
Other - Other	5201-541-690-0000	\$1,000.00				Expenditure at the Discretion of Mayor or VA	
Other - Personal Services	5201-542-190-0000	\$12,866.26				2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods	
Ohio Public Employees Retirement System	5201-542-211-0000	\$1,801.28					156218.00%
Medicare	5201-542-213-0000	\$186.56					25784.00%
Medical/Hospitalization/Vision	5201-542-221-0000	\$7,264.33				Healthcare Premium & Deductible	
Dental Insurance	5201-542-223-0000	\$87.14				Healthcare Premium & Deductible	
Workers' Compensation	5201-542-225-0000	\$246.53					19960.00%
Other - Insurance Benefits	5201-542-229-0000	\$70.76					
Travel and Transportation	5201-542-525-0000	\$0.00					
Uniforms and Clothing	5201-542-270-0000	\$0.00					
Communications, Printing and Advertising	5201-542-320-0000	\$0.00					
Other - Other Contractual Services	5201-542-399-0000	\$2,827.67					
Operating Supplies and Materials	5201-542-420-0000	\$2,679.76					
Other - Capital Outlay	5201-542-590-0000	\$0.00					
Other - Other	5201-542-690-0000	\$1,000.00				Expenditure at the Discretion of Mayor or VA	
Other - Personal Services	5201-543-190-0000	\$83,216.69				2020 increased based upon Ordinance 2019-18, COLA resumes in 2021, 26 Pay-Periods	
Ohio Public Employees Retirement System	5201-543-211-0000	\$11,650.34					1178023.00%
Medicare	5201-543-213-0000	\$1,206.64					101799.00%
Medical/Hospitalization/Vision	5201-543-221-0000	\$28,495.35				Healthcare Premium & Deductible	
Dental Insurance	5201-543-223-0000	\$462.11				Healthcare Premium	
Workers' Compensation	5201-543-225-0000	\$1,594.52					176395.00%
Other - Insurance Benefits	5201-543-229-0000	\$241.74					
Travel and Transportation	5201-543-252-0000	\$0.00					
Housing and Meals	5201-543-260-0000	\$0.00					
Uniforms and Clothing	5201-543-270-0000	\$56.36					
Utilities	5201-543-310-0000	\$134,327.87					
Telephone	5201-543-321-0000	\$4,214.59					
Training Services	5201-543-348-0000	\$939.36					
Other - Other Contractual Services	5201-543-399-0000	\$93,810.64					
Operating Supplies and Materials	5201-543-420-0000	\$64,561.24					



2021 Temporary Expense Appropriation Budget

Description	Fund / Program	Temporary Appropriation			Non-binding Narrative for 2021 Budget
	/ Object #	Object&Program	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Repairs and Maintenance of Motor Vehicles	5201-543-433-0000	\$3,073.01			Vehicle Maintenance
Fuel, Oil, & etc.	5201-543-439-0000	\$1,069.98			Fuel & Oil
Other - Capital Outlay	5201-543-590-0000	\$29,829.38			Emergency Fund Based Upon OhioEPA Recommendation
Other - Other	5201-543-690-0000	\$72,377.27			Expenditure at the Discretion of Mayor or VA
Other Contractual I & I	5201-549-399-5004	\$46,541.53			Money dedicated to I & I is \$150,540.75 + 2021 Revenue
Operating Supplies and Materials I & I	5201-549-420-5004	\$50,000.00			
Fuel, Oil, & etc. I & I	5201-549-439-5000	\$0.00			
Other - Debt Service Principal	5201-850-710-0000	\$513,235.00			OWDA, OPWC, Savings Bank Loan Principal
Other - Debt Service Interest	5201-850-720-0000	\$57,635.00			OWDA, OPWC, Savings Bank Loan Principal
Other -Debt Service	5201-850-790-0000	\$16,957.13			Remainder for 2022
Transfers - Out	5201-910-910-0000	\$0.00			
<b>Sewer Total Revenue</b>	<b>Calculated \$1,544,415.30</b>	<b>\$1,318,236.02</b>	<b>\$1,318,236</b>	<b>\$1,318,236.02</b>	<b>Certificate from Pickaway County \$1,318,236.02</b>
Other - Capital Outlay	5701-800-590-0000	\$369,009.86			
Transfers - Out	5701-910-910-0000	\$0.00			
Advances - Out	5701-920-920-0000	\$0.00			
<b>Water Improvement Total</b>	<b>Calculated \$201,390.86</b>	<b>\$369,009.86</b>	<b>\$369,010</b>	<b>\$369,009.86</b>	<b>Certificate from Pickaway County \$369,009.86</b>
Utility Distribution Systems (Sewer Plant Expansion)	5702-543-560-5003	\$0.00			OWDA
Utility Distribution Systems (Sewer Plant Expansion)	5702-553-560-5003	\$0.00			
Other - Capital Outlay	5702-800-590-0000	\$258,758.62			
Principal	5702-850-710-0000	\$0.00			
Interest	5702-850-720-0000	\$0.00			
Other - Debt Service (Sewer Plant Expansion)	5702-850-790-5003	\$0.00			
Advances - Out	5702-820-920-0000	\$0.00			
<b>Sewer Improvement Total</b>	<b>Calculated \$259,884.98</b>	<b>\$258,758.62</b>	<b>\$258,759</b>	<b>\$258,758.62</b>	<b>Certificate from Pickaway County \$258,758.62</b>
Utility Distribution Systems	5703-800-399-0000	\$0.30			
<b>Improvement Fund Total OPWC</b>	<b>Calculated</b>	<b>\$0.30</b>	<b>\$0</b>	<b>\$0.30</b>	<b>Certificate from Pickaway County \$0.30</b>
D Other - Personal Services	5704-559-190-0000	\$0.00			
Other - Personal Services	5704-640-190-0000	\$0.00			
Ohio Public Employees Retirement System	5704-640-211-0000	\$0.00			
Medicare	5704-640-213-0000	\$0.00			
Medical/Hospitalization/Vision	5704-640-221-0000	\$0.00			
Dental Insurance	5704-640-223-0000	\$0.00			
Workers' Compensation	5704-640-225-0000	\$0.00			
Other - Insurance Benefits	5704-640-229-0000	\$0.00			
Uniforms and Clothing	5704-640-270-0000	\$0.00			
Communications, Printing and Advertising	5704-640-320-0000	\$0.00			
Other - Other Contractual Services	5704-640-399-0000	\$1,957.02			
Operating Supplies and Materials	5704-640-420-0000	\$2,948.71			
Repairs and Maintenance of Motor Vehicles	5704-640-433-0000	\$0.00			
Other - Other	5704-640-590-0000	\$0.00			
Other - Other	5704-640-690-0000	\$0.00			
Other - Personnel	5704-800-190-0000 D	\$0.00			
Other Contractual Services	5704-800-399-0000	\$35,636.97			
Operating Supplies and Materials	5704-800-420-0000	\$7,672.37			
Other - Capital Outlay	5704-800-590-0000	\$59,350.26			
Other - Other	5704-800-690-0000	\$49,922.58			
Principal	5704-850-710-0000	\$10,767.20			

2021 Temporary Expense Appropriation Budget

Description	Fund / Program / Object #	Temporary Appropriation			Non-binding Narrative for 2021 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object&Program Total	Program Total	Fund Total	
Account Name	Account Code				
Principal (Other Misc)	5704-850-710-1000	\$0.00			
Interest	5704-850-720-0000	\$420.02			
Interest	5704-850-720-1000	\$0.00			
Interest (Other Misc)	5704-850-790-0000	\$0.00			
D Transfers - Out	5704-910-910-0000	\$0.00			
<b>Stormwater Department</b>	<b>Calculated Revenue Generated</b>	<b>\$177,001.50</b>	<b>\$168,675.13</b>	<b>\$168,675</b>	<b>\$168,675.13</b>
Principal	5721-850-710-0000	\$0.00			
Interest	5721-850-720-0000	\$0.00			
Interest	5721-850-720-0000	\$0.00			
<b>TOTAL UTIL. DEBT SERV. RES. (5721)</b>	<b>Calculated</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$0.00</b>
Other - Debt Service	5741-850-790-0000	\$25,000.00			
<b>FmHA Debt Reserve</b>	<b>Calculated</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$25,000</b>	<b>\$25,000.00</b>
Other - Debt Service	5742-850-790-0000	\$25,000.00			
<b>5742 FmHA Debt Surplus</b>	<b>Calculated</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$25,000</b>	<b>\$25,000.00</b>
Deposits Refunded	5781-599-610-0000	\$8,253.87			
Deposits Applied	5781-599-620-0000	\$8,226.73			
<b>Deposit Fund Total</b>	<b>Calculated</b>	<b>\$0.00</b>	<b>\$16,480.61</b>	<b>\$16,481</b>	<b>\$16,480.61</b>
Professional and Technical Services	9901-790-340-0000	\$0.00			
Professional and Technical Services	9901-889-340-0000	\$225,002.49			
	<b>Calculated</b>	<b>\$0.00</b>	<b>\$225,002.49</b>	<b>\$225,002</b>	<b>\$225,002.49</b>
		<b>\$6,523,073.72</b>			<b>\$6,895,978.43</b>
					<b>\$6,964,277.77</b>

The yellow cells will be the focus of the Permanent Appropriation Budget in 2021 and the blue cells are new funding codes or earmarked funding codes.

The Village Council authorizes that funds may be expended for coffee, meals, refreshments and /or other amenities for municipal officers, employees or other persons. The Village Fiscal Officer is authorized to draw warrants on the Village Treasury for payments from any of the appropriations upon receiving proper certificates and vouchers, approved by the Council or officers authorized by law, or an ordinance or resolution of council to make the expenditure; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. All interest earned by the Village of Ashville unless indicated differently by the Ohio Revised Code (ORC) will be applied to the General Fund. Provided further that the appropriations for contingencies can only be expended upon vote of two-thirds of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations.



# ORDINANCE 2020-11

## OF THE VILLAGE OF ASHVILLE



AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE A PRE-ANNEXATION AGREEMENT FOR A PROPERTY AT PARCEL NUMBER D1200020011300 PROPERTY THAT IS BEING DESIRED TO BE ANNEXED, AND DECLARING AN EMERGENCY

WHEREAS, Jeffrey J. Runkle and Victor W. Runkle and Trudy Ann Craig, landowners (hereinafter referred to as "Landowner") and D.R. Horton – Indiana, LLC, a Delaware limited liability company (hereinafter the "Developer") is desirous of annexing seventy-six point five-four (76.54) acres more or less into the Village of Ashville, Exhibit A, and

WHEREAS, the Landowner, Developer, and the Village of Ashville wish to complete a Pre-annexation Agreement.

NOW, AND HEREAFTER BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

### SECTION ONE

The Village Administrator and Fiscal Officer are hereby authorized and directed to enter into an Agreement for with the Landowner and Developer, in substantially the same form and content as the document attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the Village of Ashville.

### SECTION TWO

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 Council and any of the decision making bodies of the Village of Ashville 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 THREE

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 FOUR

Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that Village Council needs to approve and enter into this Agreement in order to continue the annexation and development process. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Motion Offered by: Darryl E. Ward

Seconded to the Motion Offered by: Tracie N. Sorvillo

Upon roll call on the adoption of the ordinance, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tracie N. Sorvillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darryl E. Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Excused

PASSED THIS 4<sup>th</sup> DAY OF JANUARY, 2021

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 1/11/2021

APPROVED:

Charles K. Wise, Mayor

DATE: 06 Jan 2021

Prepared: 12/02/2020  
Revised Date:  
Review Date:

1 of 12 | Page with Exhibit

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 4<sup>th</sup> day of January 2021, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement (hereinafter the “Agreement”) is entered into, by and among the Village of Ashville, Ohio, an Ohio municipal corporation (hereinafter the “Village”), and Jeffrey J. Runkle and Victor W. Runkle and Trudy Ann Craig, landowners (hereinafter referred to as “Landowner”) and D.R. Horton – Indiana, LLC, a Delaware limited liability company (hereinafter the “Developer”).

**PURPOSE**

Landowner is the owner of certain tracts of land consisting of approximately 76.54 +/- acres located in Harrison Township, Pickaway County, Ohio, consisting of one parcel known as Pickaway County Auditor Tax Parcel Id. No. D1200020011300 and more fully described in **Exhibit “A”** attached hereto and incorporated herein (the “Property”), which Property is contiguous with the boundaries of the Village.

Landowner has contracted with Developer for the sale of the Property in order for the Developer to develop and build a single-family housing development, together with related improvements, including, but not limited to, streets, drainage facilities, sewer lines, entry features, open spaces, community amenities, model homes and signage (collectively, the “Improvements”) on the Property. Developer intends to file for approval of its proposed development plan through a re-zoning application with the Village. Developer and Landowner intend that the Property be rezoned to a P.U.D. Zoning District, as defined herein, under Village zoning ordinances, and via contract Landowner has named the Developer its agent for the purpose of filing a separate re-zoning and development plan application to aid the Village in its consideration same. In general, the Property would benefit from Village services including, but not limited to, sanitary sewer,

water, police protection, refuse service, and planning and zoning services. As described in more detail in the following sections of this Agreement, the Village can offer its municipal services to the Property if the Property is annexed to the Village. The mutual purposes of the Village, Developer and Landowner can be accomplished through the annexation of the Property to the Village, and appropriate re-zoning and development under the Village's zoning ordinances.

Therefore, in order to gain mutual benefits, the Village and Landowner agree as follows:

1. Annexation Petition. The Landowner and Developer will prepare an annexation petition for the purpose of seeking annexation of the Property into the Village of Ashville, Ohio. Landowner will sign the annexation petition agreeing to request annexation of the Property into the Village of Ashville pursuant to Ohio Revised Code Section 709.023 and appointing Molly R. Gwin as the petitioners' agent in connection with the annexation petition. The annexation petition may be filed only for the Property or may be filed as a joint annexation petition with other parcels so long as all other parcels so joined are supported by one hundred percent (100%) of the owners of each parcel, and the joinder of any such additional parcels will in no way affect the agreements of the parties memorialized in this Agreement. The petition shall be filed with the Pickaway County Commissioners ("Commissioners"). The Landowner and Developer agree that all costs and expenses in petitioning for the annexation of shall be borne by Developer. Should Village desire for its attorney to represent its interests with regard to the annexation petitions, those costs will be borne by Village. As evidenced by a previously executed conflict of interest waiver, the Village and the Developer are both independently represented by the law firm of Isaac, Wiles, Burkholder & Teetor, LLC, ("Isaac Wiles") and

may seek advice and guidance from Isaac Wiles regarding the Village's interest in the annexation and re-zoning process. Once the Agreement is signed and accepted by the Village, Landowner agrees that it will not remove its name(s) from the petitions and will continue to support the annexation to the Village throughout the entire annexation process, including any appeal or court action; provided however, Landowner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the Village's performance of its duties and obligations as memorialized in this Agreement. Landowner and Developer will provide statutorily required affidavits to the Village for presentation to the Commissioners in support of annexation of the Property and, if necessary, Landowner, Developer, or Village, and/or their respective agents or assigns, will testify at the request of each other regarding the merits of the annexation at a hearing held before the Commissioners or subsequent court hearings.

2. Service Resolution. Pursuant to R.C. Section 709.03(D), the Village agrees to enact the appropriate Service Resolutions for the annexation stating the municipal services that will be provided to the area sought to be annexed, including the Property. The Village agrees if required to provide witnesses for the hearing before the Commissioners and to provide affidavits in support of its Service Resolution, if necessary.

3. Zoning. The Property is currently zoned A-Agricultural Vacant Land District under the Harrison Township Zoning Resolution. Contemporaneously with, or shortly after, the filing of the annexation petition, the Parties agree the Property will annex into the Village to be zoned under Village of Ashville Codified Ordinance Chapter 1165, P.U.D. – Planned Unit Developments ("P.U.D. Zoning District"), which shall, among other things, permit the Developer's intended use as a single-family housing community and allow for

the Improvements to support such use on the Property as principal permitted uses and will permit installation on the Property of road access, streets, drainage facilities, model homes, signage and other improvements. The Developer agrees it has to follow the process, procedure, and requirements set forth in Chapter 1165 in order to receive approval of the P.U.D. Zoning District. And, the Village agrees it will process the application as expeditiously as possible to re-zone the Property to a P.U.D. Zoning District.

4. Acceptance of Annexation/Detachment of Property. The Village shall have one hundred twenty (120) days to accept the annexation after the annexation petition has been approved by the Commissioners and a copy of the record is filed with the Clerk of Village Council (“Council”) and laid before Council for a waiting period of a minimum of sixty (60) days pursuant to ORC Section 709.04. At the request of Developer, the Village agrees to delay acceptance of the annexation until legislative approval of the re-zoning can be accomplished contemporaneously with the acceptance of the annexation. If, for any reason, the re-zoning ordinance, Development Plan, and/or development standards cannot be approved in a form or substance acceptable to Developer, in its sole discretion, the Village agrees, at the request of Developer and/or Landowner, to permit Landowner to withdraw its request for Council to accept the annexations and annex the Property to the Village and/or to forbear from acceptance of the annexation by allowing the one hundred twenty (120) day period to expire, thus effectively rejecting the annexation of the Property.

If the annexation approval occurs prior to or other than concurrently with the legislative approval of the re-zoning, Development Plan, and/or development standards, and the re-zoning, Development Plan, and/or development standards are subsequently not approved to Developer’s satisfaction or is referred to the electorate or a building or

other moratorium or restriction is enacted which would limit Developer's use of the Property, Village agrees, at Developer's request to do one of the following: (1) to reconsider the ordinance accepting the annexation, and to rescind, repeal and reject the annexation approval within fourteen (14) days of the date of the disapproval or unacceptable action on the re-zoning, Development Plan, and/or development standards or referral to a vote of the electorate or the enactment of the building or other moratorium or restriction, at the request of Developer and/or Landowner; or (2) to cooperate with Developer and Landowner to have the property detached/de-annexed the Property from the Village, and to consent to and not oppose any Landowner's petition to detach/de-annex its Property from the Village and take any other action provided by law to detach or de-annex the Property.

5. Off-Site Sanitary Sewer Force Main Improvements and Oversizing of Sanitary Sewers. The Village acknowledges that the existing sanitary sewer infrastructure is not adequate to serve the Property as proposed by the Development Plan, but Developer will provide a new force main to provide sanitary sewer service for the Property and for future growth areas in the Village, as agreed to in writing in a development agreement between the Parties. The development agreement shall set forth that the gravity sewer that will be extended through the proposed development will be oversized for future growth and the Developer will be reimbursed for oversizing costs and the oversizing of the off-site force main, based upon Codified Ordinance Chapter 1181. The Developer will reimburse the Village for Developer's proportionate share of the existing lift station and sewer lines that were oversized to service the Property. Such agreement shall be documented in



a development agreement, to be executed and approved between the Parties as part of the re-zoning application.

6. Standard of Conduct by The Village. In all matters related to the (1) adoption of the statutorily required Service Resolution, (2) the acceptance of the Property into the corporate boundaries of the Village, and (3) the re-zoning of the Property to the PUD Zoning District in accordance with the terms of Section 3 of this Agreement, the Village will act in good faith with all reasonable dispatch, concurrent with the timing and requirements of the annexation process.

7. Condition Precedent. Landowner, Developer and the Village acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of Council and shall take effect upon such approval and execution. Landowner, Developer and the Village also acknowledge that any action on a re-zoning or annexation matter must be finally approved by Council to become effective.

8. Miscellaneous.

(a) **Intent of Parties.** This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign it.

(b) **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the parties hereto.

(c) **Remedies.** Except as otherwise limited by ORC Chapter 2744 as to action for or against the Village, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights

of this Agreement and the enforcement thereof.

(d) **Enforcement.** Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any party hereto per the laws, ordinances, resolutions, regulations or policies in effect at the time of the execution of this Agreement.

(e) **Assignment of Agreement.** By the execution of this Agreement, Landowner expressly consents to the assignment of the Agreement by the Developer, in its sole discretion. Developer shall not assign this Agreement, or any part thereof, or any duty, obligation, privilege or right granted under this Agreement to any other developer without the express written consent of the Village, which shall not be unreasonably withheld. The parties agree that Developer may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person that is related to, owned by or affiliated in any way with Developer in Developer's discretion without the consent of the Village or Landowner.

(f) **Addresses for Notices.** Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent in typed memo or e-mail form to all parties of this Agreement, or such other method as mutually agreeable:

- If to Landowner:
1. Jeffery J. Runkle  
3388 South Bank Road, Millersport, Ohio 43046
  2. Victor W. Runkle  
3354 South Bank Road, Millersport, Ohio 43046
  3. Trudy Ann Craig  
3400 South Bank Road, Millersport, Ohio 43064

With a copy to:

[Landowner attorney if applicable]

If to Developer: Mr. Jack Mautino, Division President  
Mr. Terry E. Andrews, Vice President of Land Acquisition and  
Development

507 Executive Campus Dr., #100  
Westerville, Ohio 43082  
614-891-8545

and

Mr. Steven M. Dunn  
D.R. Horton – Indiana, LLC,  
9210 North Meridian Street  
Indianapolis, IN 46260  
317-844-0433

With copy to:

Molly R. Gwin, Esq.  
2 Miranova Place, Suite 700  
Columbus, Ohio 43215

If to Village: Franklin Christman,  
Village Administrator  
200 Station Street East  
Ashville, Ohio 43103

(g) **Relative Rights.** The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

(h) **Entire Agreement Merger Clause; Statement of Incorporation.** It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Developer and the Village, their legal counsel, agents and representatives. This Agreement contains the entire agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

(i) **Severability.** If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

(j) **Cooperation.** The Village agrees to cooperate and work expeditiously and in good faith with the Developer to obtain any required and/or necessary permit from any government or governmental agency not a party to this agreement upon Council's approval of the re-zoning and development plans.

(k) **Modifications or Amendment of Agreement.** No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by all parties hereto.

(l) **Recitals.** The parties acknowledge and agree that the facts and circumstances as described in the recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(m) **Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(n) **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(o) **Survival of Representations and Warranties.** All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

(p) **Effective Date.** This Agreement shall be effective when signed by all the parties hereto.

(q) **Time.** Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth below. This Agreement shall be effective on the date last executed.

Signed as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**The Village of Ashville**

By: \_\_\_\_\_  
Franklin Christman, Village Administrator

By: \_\_\_\_\_  
April Grube, Fiscal Officer  
Per authority granted in Ordinance No.: 2020-11  
passed by Village Council on the 4<sup>th</sup> of January, 2021.

**Landowner:**

\_\_\_\_\_  
Jeffrey J Runkle

\_\_\_\_\_  
Victor W. Runkle

\_\_\_\_\_  
Trudy Ann Craig

**D.R. HORTON – INDIANA, LLC**, a Delaware limited liability company d/b/a WESTPORT HOMES

By: D.R. Horton, Inc. – Midwest, a California corporation, its sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

**EXHIBIT "A"**

(Description of the Property)

Melissa A. Betz  
PICKAWAY COUNTY AUDITOR | PICKAWAY COUNTY, OHIO

QuickSearch  
Enter Parcel, Owner, or Address  
Submit

Home Search Map Reports DDTI Help Support Disclaimer

Map

Selection

Parcel (Click to view Data)	Address	Owner
D1200020011300	0 ASHVILLE PK	RUNKLE JEFFREY J & VICTOR W RUNKLE & TRUDY ANN CRAIG

1 Feature(s) selected.

Data For Parcel D1200020011300

Print Email Property Card Comparables

Base | Land | Valuation | Sales | Sketch | Tax | Improvements | Permit | Residential | Agricultural | Commercial

**Base Data**

Parcel: D1200020011300  
Owner: RUNKLE JEFFREY J & VICTOR W RUNKLE & TRUDY ANN CRAIG  
Address: 0 ASHVILLE PK

View in ArcGIS Online | Advance One-Stop Parcel Map | View in ArcGIS School District Map | View in ArcGIS Flood Map | View in ArcGIS Soils & Wetland Map | View on Google Maps | View Property in Google Earth | View on Bing Maps

Mailing Address		Geographic	
Mailing Name:	RUNKLE JEFFREY J & VICTOR W RUNKLE & TRUDY ANN CRAIG	City:	LINDENCORPORATED
Address:	C/O JEFF RUNKLE 3388 SOUTH BANK RD	Township:	HARRISON TOWNSHIP
City/State/Zip:	HILLERSPORT OH 43046	School District:	TEAYS VALLEY LSD

Legal		Legal Acres:	
Neighborhood:	00100000	Legal Acres:	76.54
Legal Description:	N 1/2 SE 1/4	Land Use:	(100) A - AGRICULTURAL VACANT LAND
Map Number:	0-0-0-0	Property Class:	AGRICULTURAL
		Range Township Section:	22-02-01

Valuation (Tax Year 2019 Payable 2020)			
	Appraised		Assessed (35%)
Land Value:	\$425,000.00		\$148,750.00
Building Value:	\$0.00		\$0.00
Total Value:	\$425,000.00		\$148,750.00
CATV Value:		\$181,850.00	
Taxable Value:		\$63,650.00	

Tax Credits	
2.5% Homestead Rollback:	NO
Homestead Reduction:	NO

Notes

Notes:

Copyright © 2020 Digital Data Technologies, Inc.  
GIS parcel shapefile last updated: 11/26/2020 5:16:59 AM.  
The CAMA data presented on this website is current as of 11/27/2020 10:05:27 PM.

4816-0620-5653.1



# ORDINANCE 2020-12

## OF THE VILLAGE OF ASHVILLE



**AN ORDINANCE TO AMEND PART ONE – ADMINISTRATIVE CODE - TITLE FIVE  
- 155 EMPLOYMENT PROVISION (2000-11, 2003-11, 2009-20, 2015-05,  
2019-09) AND DECLARING AN EMERGENCY.**

WHEREAS this Council finds and determines that the Village should be able to provide Employment Provisions for those employed by the Village of Ashville that will preserve the public health, safety, and welfare of the residents of the Village of Ashville,

AND WHEREAS it is desirable to modify these Employment Provisions from time to time,

AND WHEREAS it is necessary for the preserve the public health, safety, and welfare of the residents of the Village of Ashville that events affecting the peace be properly regulated:

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

### SECTION ONE

THAT CHAPTER 155, Section 11, Shift Differential (a) should be amended to have shift differential paid to non-exempt hourly staff, by the Village of Ashville for hours worked from 4:00 pm to 8:00 am.

- Effective December 20, 2020.
- All other previsions of 155.11 Shift Differential remain.

### SECTION TWO:

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this Ordinance to meet the fiscal obligations of the Village and will go into effect immediately upon its passage by Council. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: Nelson R. Embrey

Seconded by: R. David Rainey

Upon roll call on the adoption of the ordinance, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tracie N. Sorvillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darryl E. Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PASSED THIS 7<sup>TH</sup> DAY OF DECEMBER, 2020

ATTEST:   
 April D. Grube, Clerk-Fiscal Officer

DATE: 12/10/2020

APPROVED:   
 Charles K. Wise, Mayor

DATE: 10 DEC 2020

Prepared: 12/04/2020  
 Revised Date:  
 Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 7<sup>th</sup> day of December 2020, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)

