

RECORD OF PROCEEDINGS
Minutes of Village of South Amherst Meeting
BUDGET HEARING
June 26, 2023

CALL TO ORDER

6:45 p.m. – The public hearing was called to order by Mayor David Leshinski.

ROLL CALL

The roll was called:

Councilmember Michele Jeffers	P
Councilmember Scott Jones	P
Councilmember Becky Siesky	P
Councilmember Jeri Leigh Siss	P
Councilmember David Troike	AB
President Pro Tempore Jeanne Maschari	P

Ex officio members:

Fiscal Officer Michelle Henke	P
Records Clerk Laurie Beran	P
Law Director Matthew Mishak	AB

(EA – excused absences)

There were no visitors present.

FISCAL OFFICER

The fiscal officer wanted to reiterate that the estimated unencumbered balance for 2024 is as follows: General Fund \$740,000.00; Special Revenue Fund \$390,000.00; and Capital Project Fund \$39,000.00, those numbers can change as we reappropriate funds during the remainder of this year.

ADJOURNMENT Councilmember Jones moved to adjourn at 6:57 p.m. Councilmember Siesky seconded the motion.

REGULAR COUNCIL
June 26, 2023

Call to order:

7:00 p.m. – The council meeting was called to order by Mayor David Leshinski and opened with the Lord's Prayer followed by the Pledge of Allegiance.

The roll was called:

Councilmember Michele Jeffers	P
Councilmember Scott Jones	P
Councilmember Becky Siesky	P
Councilmember Jeri Leigh Siss	P
Councilmember David Troike	P
President Pro Tempore Jeanne Maschari	P

Ex officio members:

Fiscal Officer Michelle Henke	P
Records Clerk Laurie Beran	P
Law Director Matthew Mishak	P

(EA – excused absences)

APPROVAL OF AGENDA June 26, 2023 Amend the agenda with the addition of the Board of Cemetery Trustees agreement with United Methodist Episcopal Church. Councilmember Siss motioned to amend the agenda with the addition. Councilmember Maschari seconded the motion.

Jeffers x Jones x Maschari x Siesky x Siss x Troike x

Motion passed.

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APPROVAL OF MINUTES June 12, 2023

Councilmember Maschari motioned to approve the minutes as presented. Councilmember Jones seconded the motion.

Jeffers x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

VISITORS

SAFD Interim Chief John Crawford, Lt. Andrew Lawrie

Jolene Friel (9950 Quarry Rd. Amherst) representing The Sandstone Community Church – does the village have an emergency plan in the event of an emergency such as a tornado, etc. Mayor Leshinski said it would be a county wide effort through EMA. The Church has offered their facility to feed residents in such an event.

Further discussion was held regarding an emergency plan for the Village. At this time no, there is not a specific plan for the Village. Lorain County EMA would handle overall logistics along with the SAFD. Yes, the first person on scene with appropriate training would take command until the SAFD arrived or another more qualified person and/or agency. At the present time it is unknown if the SAFD has a SOP regarding a village wide emergency. Councilmember Troike stated that he would be an instructor for a beginner class on NIMS. Interested council and staff need to contact the Safety Chair. Councilmember Maschari stated that the Village needs to reach out to the remaining churches in the Village to see what they could provide in case of emergencies.

MAYOR

Mayor's Conference

Department of Development is setting up programs to be applied for. The programs that were discussed however, do not cover operational expenses. Councilmember Siss asked the mayor to find the contact information.

Cyber Security – Mayor requested that Holland Computers be contacted for clarification that our network security settings are at the highest possible.

Housing Development – TIFF's nice to have the growth and development but what is the outlay of the village over the time of the projects.

Infrastructure – ODOT, the gas tax revenue is decreasing because more electric vehicles on the roads and the cost of maintaining the roads is going up. ODOT is exploring ways to even out the disparity. ODOT told Bellville that they are responsible for maintenance of the 2 highways that run through, they will go through and plow and every 7-10 years they will pave it, all other maintenance is on the village.

State Budget

Is still in flux. The mayor feels that we should be able to decide how to spend our funds, not have to go through numerous programs to receive additional funding. Smaller municipalities are the last to receive additional funding, seeing that it starts with the larger cities first.

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Holding Tank

Still waiting for the permit to install. Will be updated later this week on the status from the engineer.

FISCAL OFFICER

Payment Listing 6/8 –6/22/2023

Presented to council.

June Financial Reports

Fund Summary, Revenue Summary, Appropriation Summary were presented.

2024 Tax Budget (attached)

Councilmember Maschari motioned to approve the 2024 Tax Budget. Councilmember Siesky seconded the motion.

Jefferis x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

Buckeye Bank ICS Agreement

The account is an assured cash sweep, and we will be restructuring our account. There is a money market account that if we need to transfer money into our checking we can, and some different investment options were reviewed. An assured cash sweep is highly recommended by the State Auditor because it earns a higher interest rate and easier to balance.

Mc. B Paving

A preconstruction meeting will be held later this week to review the project with the mayor, fiscal officer, engineer and the contractor.

State Audit

Officially started today.

RECORDS CLERK

2024 Calendar

Board and council meeting schedules turned in by August 14.

Halloween Parade & Trick or Treat same day or the 27th & 31st (Thursday).

Councilmember Maschari motioned to have the Halloween Parade and Trick-or-Treat on October 27, 2024. Councilmember Siesky seconded the motion.

Discussion: Councilmember Maschari spoke with the PD Chief, and he asked if it could continue to be all one day because of scheduling. Councilmember Siss stated that it also needs to be coordinated with the FD.

Jefferis x Jones x Maschari x Siesky x Siss x Troike x Motion passed.

BOARDS

Cemetery

New clerk will begin training this Wednesday, she will be an independent contractor, Roxanne Blair.

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SABPA (Councilmember Siss presented.)

Hydrant flushing was completed. Two hydrants that were leaking have been turned off, one is out of service, one has rusty nuts and one is hard to open. Interim Fire Chief requested the location of the hydrants with issues. Councilmember Maschari stated that she believes that hydrants that are not in working order are to be bagged.

The temporary clerk turned in her resignation, with her last day as July 13.

COMMITTEES

Audit/Finance (Councilmember Siesky presented.)

Finance met on June 11th to review 2024 Budget.

Audit Committee asked for clarification on the location of SAFD personnel time sheets. The fiscal officer explained that the firefighters pay sheet information is stapled to the back of the fire chief's paysheet.

Ordinance

Time has changed to 9 a.m.

Safety (Councilmember Jeffers presented.)

An emergency meeting was held on June 22 and was held entirely in executive session to discuss SAFD personnel issues. Councilmember Jeffers and Maschari attended a department training session on hoses.

Interim Fire Chief explained that EMS training will be held at Amherst FD on the third Thursday of each month. A revised meeting/training calendar will be coming out.

Sandstone Ambulance District

April	19 calls
May	12 calls

Meeting with Lifecare, City of Amherst, Amherst Township and Village of South Amherst

- Lifecare is looking at contracts with each municipality to charge an assessment of cost (similar to what is done with Oberlin Municipal Court).
- For over thirty years, Lifecare has not billed the district.
- For the whole district the cost would be \$183,000.00. That amount would insure a dedicated ambulance for this district which comes out to \$67.00 per call.
- The Village's cost would be between nine to ten thousand dollars annually.
- Current agreement expires December 31, 2023.
- Cost per call comes from the Village's portion of assessment and from Lifecare billing the resident's insurance.
- The funds for this would come from the General Fund.
- The Safety Committee will review options.

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Interim Fire Chief

Councilmember Maschari motioned to recognize John Crawford as the Interim Fire Chief and to receive the appropriate compensation. Councilmember Siss seconded the motion.

Discussion: Mr. Crawford confirmed that he has been with the fire department for 35 years.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Fire Lieutenant Probation

Councilmember Maschari motioned to have the SAFD Lieutenant probationary period set at one (1) year as stated in the department's SOP's. Councilmember Siss seconded the motion.

Discussion: Former Chief Hevener's promotion letter for lieutenant stated a 30-day probationary period, the Village Handbook states 90 days, and the Fire Department's SOP's states one (1) year.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Fire Department Personnel Files

Councilmember Maschari motioned to have all Fire Department personnel files be maintained by the Village's Human Resource designee (Fiscal Officer) and to be turned over by July 31, 2023.

Councilmember Jones seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Community & Economic Development (Councilmember Siss presented.)

Ms. Siss commended Amherst Historical Society for their programing in how they represent both Amherst and South Amherst.

ORDINANCE

Ordinance No. 1770-23 (Final Reading) Rate of Compensation -- Mayor

An ordinance fixing the rate of compensation for elected and certain appointed officials.

Councilmember Maschari motioned to approve Ordinance No. 1770-23. Councilmember Jones seconded the motion. Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Ordinance No. 1772-23 (Emergency) An ordinance repealing existing South Amherst Codified Ordinance Chapter 1305 Section .02 and enacting new South Amherst Codified Ordinance Chapter 1305 Section .02 Building Fee Schedule and declaring an emergency.

Councilmember Maschari motioned to suspend the rules and pass Ordinance No. 1772-23. Councilmember Siss seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Councilmember Maschari motioned to pass ordinance No. 1772-23. Councilmember Jones seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

RESOLUTION

Resolution No. 698-23 (Second Reading) Charles E. Harris & Associates, Inc. Hinkle Notes Contract

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Resolution No. 699-23 *(Second Reading)* Aislinn Consulting Inc. Community Visioning Sessions and Zoning Code Revisions.

Resolution No. 700-23 *(Emergency)* ICS Deposit Placement Agreement with Buckeye Bank

Councilmember Maschari motioned to suspend the rules and pass Resolution No. 700-23. Councilmember Jones seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Councilmember Maschari motioned to pass Resolution No. 700-23. Councilmember Jones seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Resolution No. 701-23 *(Emergency)* Agreement with Mc. B Paving for 103 & 105 W Main St. Parking Lot Paving

Councilmember Maschari motioned to suspend the rules and pass Resolution No. 701-23. Councilmember Troike seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Councilmember Maschari motioned to pass Resolution No. 701-23. Councilmember Troike seconded the motion.

Discussion: Contingency fee is built into the contract in case the project cost is higher than the bid price.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Resolution No. 702-23 *(Emergency)* Board of Cemetery Trustees Agreement with the United Methodist Episcopal Church for the Pedestrian Walkway.

Councilmember Maschari motioned to suspend the rules and pass Resolution No. 702-23. Councilmember Troike seconded the motion.

Discussion: The fiscal officer clarified that the project has to be committed by June 30th, it does not have to be completed by that date. The church board will meet on June 28th to sign the agreement.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

Councilmember Maschari motion to pass Resolution No. 702-23. Councilmember Troike seconded the motion.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

APPROPRIATION

Appropriation No. 302

Councilmember Maschari motioned to pass Appropriation Ordinance No. 302. Councilmember Jones seconded the motion.

VILLAGES TAX YEAR 2024 ANNUAL BUDGET OF ESTIMATED REVENUES and EXPENDITURES

Date: June 26, 2023

Per Ohio Revised Code Section 5705.28, 1 The Budget Commission of Lorain County, Ohio requests the following information to be completed and returned to the Lorain County Auditors Office, by July 20th in order to perform its duties.

SOUTH AMHERST VILLAGE

FUND	ESTIMATED UNENCUMBERED BALANCE January 1, 2024	ESTIMATED REAL ESTATE TAXES	ESTIMATED LOCAL GOVERNMENT ALLOCATION 2024	OTHER SOURCES	TOTAL	ESTIMATED EXPENDITURES	OVER/UNDER REVENUE
General Fund	\$ 741,589.14	\$ 119,984.00	\$ 78,267.68	\$ 430,244.73	\$ 1,370,085.55	\$ 692,922.61	\$ 677,162.94
Tif		\$ -			\$ -		\$ -
Special Revenue Funds	\$ 389,648.35	\$ 53,284.00		\$ 144,640.00	\$ 587,572.35	\$ 255,359.06	\$ 332,213.29
Debt Service Funds		\$ -			\$ -		\$ -
Capital Project Funds	\$ 39,485.63	\$ -		\$ 20,090.00	\$ 59,575.63	\$ 48,589.72	\$ 10,985.91
Special Assessment Funds		\$ -			\$ -		\$ -
Enterprise Funds	\$ 273,667.05	\$ -		\$ 568,950.00	\$ 842,617.05	\$ 552,395.56	\$ 290,221.49
Internal Service Funds		\$ -			\$ -		\$ -
Custodial Fund	\$ 37,798.44	\$ -			\$ 37,798.44		\$ 37,798.44
Private Purpose Trust		\$ -			\$ -		\$ -
TOTAL	\$ 1,482,188.61	\$ 173,268.00	\$ 78,267.68	\$ 1,163,924.73	\$ 2,897,649.02	\$ 1,549,286.95	\$ 1,348,362.07

***SUBJECT TO FURTHER REVIEW BY
BUDGET COMMISSION

SOUTH AMHERST VILLAGE - FISCAL OFFICER

Michelle Decker

SIGNATURE AND TITLE:

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Discussion: Fiscal officer reiterated that the Annis Rd Phase II money is being transferred to Fund 4901.

Jeffers Jones Maschari Siesky Siss Troike Motion passed.

ADJOURNMENT Time 8:11 p.m. Councilmember Siss moved to adjourn. Councilmember Jones seconded.

Respectfully submitted,

Fiscal Officer Michelle Henke

Mayor David Leshinski

Payment Listing

UAN v2023.2

6/23/2023 to 7/6/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
475-2023	06/23/2023	06/21/2023	EP	Laurie J Beran	\$676.42	O
476-2023	06/23/2023	06/21/2023	EP	Dennis M Hevener	\$1,072.62	O
477-2023	06/23/2023	06/21/2023	EP	Stephanee Moore Koscho	\$457.27	O
478-2023	06/23/2023	06/21/2023	EP	David A Valentine Jr	\$1,201.44	O
480-2023	06/30/2023	06/27/2023	EP	Laurie J Beran	\$224.86	O
481-2023	06/30/2023	06/27/2023	EP	Michael M Frazier	\$132.46	O
482-2023	06/30/2023	06/27/2023	EP	Michelle M Henke	\$1,752.35	O
483-2023	06/30/2023	06/27/2023	EP	Michele Jeffers	\$225.32	O
484-2023	06/30/2023	06/27/2023	EP	Andrew Johnson	\$76.20	O
485-2023	06/30/2023	06/27/2023	EP	Scott Jones	\$225.32	O
486-2023	06/30/2023	06/27/2023	EP	David J Leshinski	\$1,096.60	O
487-2023	06/30/2023	06/27/2023	EP	Mark Leshinski	\$139.46	O
488-2023	06/30/2023	06/27/2023	EP	Rosemary Leshinski	\$75.93	O
489-2023	06/30/2023	06/27/2023	EP	Jeanne Maschari	\$236.20	O
490-2023	06/30/2023	06/27/2023	EP	Matthew A Mishak	\$1,292.40	O
491-2023	06/30/2023	06/27/2023	EP	Thomas Pellittieri	\$119.59	O
492-2023	06/30/2023	06/27/2023	EP	Becky A Siesky	\$185.90	O
493-2023	06/30/2023	06/27/2023	EP	Jeri L Siss	\$215.90	O
494-2023	06/30/2023	06/27/2023	EP	Corey Timko	\$435.37	O
495-2023	06/30/2023	06/27/2023	EP	David T Troike	\$215.90	O
496-2023	06/30/2023	06/27/2023	EP	Zoltan Zoltai	\$139.19	O
498-2023	06/30/2023	06/27/2023	EP	Kenneth Collins	\$429.09	O
499-2023	06/30/2023	06/27/2023	EP	Dillon Crosier	\$489.61	O
500-2023	06/30/2023	06/27/2023	EP	Aaron Darnell	\$342.84	O
501-2023	06/30/2023	06/27/2023	EP	Michael M Frazier	\$2,127.18	O
502-2023	06/30/2023	06/27/2023	EP	Michael Harvan	\$1,531.29	O
503-2023	06/30/2023	06/27/2023	EP	Brandon Lawrence	\$513.37	V
503-2023	06/30/2023	06/27/2023	EP	Brandon Lawrence	-\$513.37	V
504-2023	06/30/2023	06/27/2023	EP	Michael Randa	\$285.70	O
505-2023	06/30/2023	06/27/2023	EP	Jeffrey Saltis	\$1,234.53	O
507-2023	06/30/2023	06/27/2023	EP	Robert Abfall	\$106.74	O
508-2023	06/30/2023	06/27/2023	EP	James Becker	\$45.85	O
509-2023	06/30/2023	06/27/2023	EP	Jessica Beran	\$30.14	O
510-2023	06/30/2023	06/27/2023	EP	John Bloom	\$109.93	O
511-2023	06/30/2023	06/27/2023	EP	John R Crawford	\$555.61	O
512-2023	06/30/2023	06/27/2023	EP	John R Crawford III	\$255.37	O
513-2023	06/30/2023	06/27/2023	EP	Alexander J Gerakis Jr	\$129.91	O
514-2023	06/30/2023	06/27/2023	EP	Dennis M Hevener	\$175.07	O
515-2023	06/30/2023	06/27/2023	EP	Timothy J Moore	\$100.20	O
516-2023	06/30/2023	06/27/2023	EP	Blaze R Olejko	\$119.93	O
517-2023	06/30/2023	06/27/2023	EP	Kyle Urig	\$218.00	O
518-2023	06/30/2023	06/27/2023	EP	Ronald Zaleha	\$197.74	O
520-2023	06/30/2023	06/27/2023	EP	Brandon Lawrence	\$595.06	O
523-2023	07/01/2023	07/01/2023	CH	SOUTH AMHERST VILLAGE	\$8,825.00	O
524-2023	07/01/2023	07/01/2023	CH	City of Oberlin	\$97.50	O
525-2023	07/01/2023	07/01/2023	CH	Treasurer State of Ohio	\$2,497.50	O

Payment Listing

UAN v2023.2

6/23/2023 to 7/6/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
531-2023	06/24/2023	07/05/2023	CH	RLCWA	\$2,125.30	O
532-2023	06/24/2023	07/05/2023	CH	RLCWA	\$11,721.46	O
533-2023	06/28/2023	07/05/2023	CH	Columbia Gas	\$178.77	O
534-2023	06/28/2023	07/05/2023	CH	Columbia Gas	\$56.73	O
535-2023	06/28/2023	07/05/2023	CH	Verizon Wireless	\$535.63	O
536-2023	07/03/2023	07/06/2023	CH	OWDA	\$31,241.88	O
537-2023	07/03/2023	07/06/2023	CH	Ohio Edison	\$220.34	O
538-2023	07/03/2023	07/06/2023	CH	Ohio Edison	\$458.74	O
539-2023	07/03/2023	07/06/2023	CH	Ohio Edison	\$114.15	O
540-2023	07/05/2023	07/06/2023	CH	Columbia Gas	\$44.82	O
9168	06/30/2023	06/27/2023	PR	Steven J Crawford	\$356.58	O
9169	06/30/2023	06/27/2023	PR	Aaron Grimm	\$150.18	O
9170	06/30/2023	06/27/2023	PR	Kyle L Kudela	\$179.88	O
9171	06/30/2023	06/27/2023	PR	Andrew J Lawrie	\$475.18	O
9172	06/30/2023	06/27/2023	PR	Jacob Lawrie	\$39.09	O
9173	06/29/2023	06/29/2023	AW	Minuteman Press	\$31.00	O
9174	06/29/2023	06/29/2023	AW	OBM	\$101.10	O
9175	06/29/2023	06/29/2023	AW	Chronicle-Telegram	\$55.44	O
9176	06/29/2023	06/29/2023	AW	Municipal Emergency Services, Inc	\$1,823.31	O
9177	06/29/2023	06/29/2023	AW	Scruples Cleaning Service	\$300.00	O
9178	06/29/2023	06/29/2023	AW	Gertsburg Licata Co., LPA	\$310.00	O
9179	06/29/2023	06/29/2023	AW	Anthem	\$515.00	O
9180	06/29/2023	06/29/2023	AW	Dennis Hevener	\$563.30	O
Total Payments:					\$82,294.37	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$82,294.37	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

			OHIO REPARATIONS	CITY OF OBERLIN	TOTAL NET RECEIPTS TO SOUTH AMHERST	COMPUTER FUND CLERK FUND 2904	COMPUTER FUND COURT FUND 2093	GENERAL FUND 1000
2021	GROSS RECEIPTS							
SEPTEMBER	\$2,110.00	\$487.50	\$19.50	\$1,603.00	\$130.00	\$39.00	\$1,434.00	
OCTOBER	\$3,470.00	\$830.00	\$30.00	\$2,610.00	\$220.00	\$66.00	\$2,324.00	
NOVEMBER	\$3,934.00	\$929.00	\$36.00	\$2,969.00	\$250.00	\$75.00	\$2,555.00	
DECEMBER	\$4,790.00	\$975.00	\$39.00	\$3,776.00	\$260.00	\$78.00	\$3,438.00	
TOTAL	\$14,304.00	\$3,221.50	\$124.50	\$10,958.00	\$860.00	\$258.00	\$9,751.00	
2022								
JANUARY	\$3,715.00	\$862.50	\$34.50	\$2,818.00	\$230.00	\$69.00	\$2,519.00	
FEBRUARY	\$3,500.00	\$787.50	\$31.50	\$2,681.00	\$210.00	\$63.00	\$2,408.00	
MARCH	\$10,875.00	\$2,289.00	\$90.00	\$8,496.00	\$610.00	\$183.00	\$7,703.00	
APRIL	\$7,190.00	\$1,567.50	\$61.50	\$5,561.00	\$410.00	\$121.00	\$5,030.00	
MAY	\$4,385.00	\$1,000.00	\$42.00	\$3,343.00	\$276.00	\$83.00	\$2,984.00	
JUNE	\$4,820.00	\$1,106.50	\$43.50	\$3,670.00	\$300.00	\$90.00	\$3,280.00	
JULY	\$4,715.00	\$1,117.50	\$43.50	\$3,554.00	\$290.00	\$87.00	\$3,177.00	
AUGUST	\$4,185.00	\$1,037.50	\$40.50	\$3,107.00	\$270.00	\$81.00	\$2,756.00	
SEPTEMBER	\$5,375.00	\$1,312.50	\$49.50	\$4,013.00	\$325.00	\$99.00	\$3,589.00	
OCTOBER	\$8,830.00	\$2,194.00	\$87.00	\$6,549.00	\$599.00	\$178.00	\$5,772.00	
NOVEMBER	\$10,085.00	\$2,340.00	\$93.00	\$7,652.00	\$640.00	\$194.00	\$6,818.00	
DECEMBER	\$6,335.00	\$1,462.50	\$55.50	\$4,817.00	\$370.00	\$111.00	\$4,336.00	
TOTAL	\$74,010.00	\$17,077.00	\$672.00	\$56,261.00	\$4,530.00	\$1,359.00	\$50,372.00	
2023	GROSS RECEIPTS	OHIO REPARATIONS	CITY OF OBERLIN	TOTAL NET RECEIPTS TO SOUTH AMHERST	COMPUTER FUND CLERK FUND 2904	COMPUTER FUND COURT FUND 2093	GENERAL FUND 1000	
JANUARY	\$8,550.00	\$2,033.00	\$81.00	\$6,436.00	\$560.00	\$164.00	\$5,712.00	
FEBRUARY	\$7,480.00	\$1,800.00	\$72.00	\$5,608.00	\$490.00	\$149.00	\$4,969.00	
MARCH	\$18,362.00	\$4,289.00	\$171.00	\$13,902.00	\$1,142.00	\$346.00	\$12,414.00	
APRIL	\$9,722.00	\$2,156.50	\$85.50	\$7,480.00	\$598.00	\$180.00	\$6,702.00	
MAY	\$19,641.00	\$4,784.00	\$189.00	\$14,668.00	\$1,300.00	\$386.00	\$12,982.00	

JUNE	\$11,420.00	\$2,497.50	\$97.50	\$8,825.00	\$710.00	\$213.00	\$7,902.00
JULY							
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
TOTAL	\$75,175.00	\$17,560.00	\$696.00	\$56,919.00	\$4,800.00	\$1,438.00	\$50,681.00

2023 CURRENT BUILDING PERMITS - June

ADDRESS	DESCRIPTION
208 E Main St	Concrete patio
203 Erie	Electrical & plumbing
323 W Main	Windows
432 Annis Rd	Roof
220 Erie St	Siding
132 E Main St	Partial Roof
5798 Russia Rd	Roof
419 Annis Rd	Roof

2023 CURRENT ZONING PERMITS - June

Address	DESCRIPTION
208 E Main	Fence
153 E Main	Fence

South Amherst Fire Department

105 West Main South Amherst, Ohio 44001

Chief John R. Crawford

Firechief@southamherst.org

440-986-5901

Wednesday, July 5, 2023

Mayor,
Fiscal officer
Safety Committee
Council Members
Law Director

I would like to make the following promotion to the fire department effective July 1, 2023:

Erica Osborn to Auxiliary Firefighter

Andrew Streater to Firefighter Andrew holds Firefighter I certification.

May	MVA	Fires	EMS	Mutual Aid
	3	5	20	4

Training: We went out to Vaughn and did extrication drills.

June	MVA	Fire	EMS	Mutual Aid
	3	5	14	4

Training: CPR re-certification / Hose advancement

RESOLUTION NO. 698-23

*Charles E. Harris & Associates, Inc.
Hinkle Notes Contract*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, July 10, 2023, Council moved to adopt the following Resolution:

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into a contract with Charles E. Harris & Associates, Inc. for the preparation of the year-end Hinkle notes for the fiscal years ending December 31, 2024 through December 31, 2026.

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst wishes to enter into a contract with Charles E. Harris per the terms listed in the attached contract (Exhibit A) and;

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

Adopted the 10th day of July, 2023

First Reading: June 12, 2023

Second Reading: June 26, 2023

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 698-23 was made by posting true copies thereof in at least five of the most public

RESOLUTION NO. 698-23

*Charles E. Harris & Associates, Inc.
Hinkle Notes Contract*

Lorain County, Ohio

places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA 2023 Res. 698-23 Harris - Hinkle Notes

Charles E. Harris & Associates, Inc.

Certified Public Accountants

5510 Pearl Road, Suite 102

Parma, Ohio 44129-2527

Phone - (216) 575-1630

Fax - (216) 436-2411

April 21, 2023

Village of South Amherst
Lorain County
ATTN: Michelle Henke, Fiscal Officer
103 W. Main Street
South Amherst, Ohio 44001

Dear Ms. Henke:

You have requested that we prepare the notes to the financial statements of the Village of South Amherst (the Village), in accordance with the Auditor of State regulatory basis of accounting for the years ended December 31, 2024 through December 31, 2026. We are pleased to confirm our acceptance and understanding of this engagement to prepare the notes to the financial statements of the Village by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare notes to the financial statements in accordance with the Auditor of State regulatory basis of accounting based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express and opinion or a conclusion, or provide any assurance on the notes to the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the notes to the financial statements in accordance with the Auditor of State regulatory basis of accounting. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your notes to the financial statements in accordance with SSARSs:

- a. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the notes to the financial statements that are free from material misstatement, whether due to fraud or error
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the notes to the financial statements
- e. To provide us with:
 - Documentation, and other related information that is relevant to the preparation and presentation of the notes to the financial statements.
 - Additional information that may be requested for the purpose of the preparation of the notes to the financial statements, and
 - Unrestricted access to personnel within your entity to whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the notes to the financial statements were not subjected to an audit, review or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

Our fees for these services will not exceed \$850 for the year ended December 31, 2024, \$900 for the year ended December 31, 2025, and \$950 for the year ended December 31, 2026.

This estimate is based on our conversation and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss the circumstances with you and arrive at a new fee before we incur additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

All documents provided to us in connection with our services including financial records and reports, must be redacted of any personal information before submission. Personal information is defined as social security numbers, drivers' license numbers or financial institution account numbers associated with an individual. The Village shall fully black out all personal information from records and electronic records before they are transmitted to us. If personal information cannot be redacted from records or documents, the Village must identify these records to us prior to their submission.

All work papers prepared by our office will remain the property of Charles E. Harris & Associates, Inc. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the notes to the financial statements described herein, and our respective responsibilities.

Sincerely yours,



John J. Phillips, VP/Shareholder
Charles E. Harris & Associates, Inc.

It is hereby certified that the above amount required to meet the contract, agreement, obligations, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process or collection to the credit of the funds of Village Council free from any obligation or certification now standing.

Village of South Amherst

David Leshinski, Mayor

Date

Contract for the years ended December 31, 2024 through 2026

RESOLUTION NO. 699-23

*Aislinn Consulting Inc.
Community Visioning Sessions and Zoning Code Revisions*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, July 10, 2023, Council moved to adopt the following Resolution:

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into an agreement with Aislinn Consulting, LLC for community vision sessions and zoning code revisions.

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst wishes to enter into an agreement with Aislinn Consulting, LLC for community vision sessions and zoning code revisions per the terms listed in the attached agreement (Exhibit A) not to exceed seven thousand eight hundred dollars (\$7,800.00) effective September 5, 2023 and;

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

Adopted the 10th day of July, 2023

First Reading: June 12, 2023

Second Reading: June 26, 2023

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 699-23

Aislinn Consulting Inc.
Community Visioning Sessions and Zoning Code Revisions
Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 699-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director
SA\2023 Res. 699-23 Aislinn Consulting

ASLINN CONSULTING, LLC.

March 31, 2023

Dave Leshinski, Mayor
The Village of South Amherst
103 West Main Street
South Amherst, Ohio 44001

**Re: Scope of Services
Village of South Amherst
Community Visioning Sessions and Zoning Code Revisions**

Dear Mayor Leshinski:

The Village of South Amherst is facing the potential installation of sanitary sewers throughout the Village. The installation of sewers has the potential to impact the type and speed of development in the community. To be proactive the Village is considering changes to its current zoning code to address the impacts that future development may have on the Village.

Based on our discussions last week, I believe that the first step in creating a useable and implementable zoning code is to identify a future vision for the community. The zoning code is an implementation tool for the Village to achieve a desired future. Without knowing your vision for South Amherst, it will be impossible to establish a code that guides the future direction of the community.

Therefore, I am recommending a two-phase process for the Village's consideration and approval.

Phase 1; Creating a consensus vision for the future direction of the community.

Phase 2; Revising the zoning code to facilitate implementation of the vision.

Phase 1: Community Visioning Sessions

The Village of South Amherst does not have a Long-Range Plan or Master Plan. Typically, these documents set forth a vision for the future growth of the community and identify policies that the community's Council, Planning Commission, Board of Zoning Appeals and Administration use to guide their decision-making on various proposals that are presented to the Village. While it is not a legal requirement to have such a document, it does provide a basis to support and provide direction for other regulations that may be

adopted by the Village. This is particularly critical when significant change or development pressures are facing the community, in this case the potential installation of public sanitary sewers throughout the Village. Given the size of the Village it does not appear necessary to create a formal master plan. However, it is very important to establish the direction that the community wishes to pursue. This will be achieved by facilitating a number of visioning sessions.

Facilitate consensus of the Village's future vision – Aislinn Consulting will work with the Village Council and any other parties identified by the Council to identify the current conditions and desires of the community as it relates to future development. Aislinn will facilitate brainstorming sessions and idea generation meetings. Aislinn will provide information on current trends for various subject areas and identify potential issues that may face the community. The objective is to facilitate discussion with the intent of reaching a consensus on the direction and policy for the Village's future.

As an option, Aislinn will facilitate a community survey to garner input from residents on their desired future vision for the community. Aislinn will provide a well-designed and scientifically conducted survey that can provide valuable feedback from a wide range of individuals, many of whom do not normally involve themselves in local government. Aislinn will work with the Village to identify survey questions and information. The survey will be provided to the Village to distribute to its residents. Aislinn will summarize the survey results and identify key concerns of the community.

Vision Statement – Based on the discussion and consensus from each meeting, Aislinn will provide a summary that incorporates the consensus achieved at the meeting and survey results, if any. At the conclusion of the visioning meeting a Vision Statement will be prepared that outlines the community's policies with regard to growth and development. The Vision Statement will be reviewed and approved by the Council. Aislinn will provide an electronic copy of the Vision Statement for reproduction by the Village. The Vision Statement will be used to identify changes necessary to the Zoning Code.

PHASE 2: ZONING CODE REVISIONS

Based on the approved Vision Statement, actions will be identified that will assist the Village in realizing its vision and implementing its policies. Not knowing how extensive the actions or changes will be to implement the vision and policies, the following is an estimate of the scope of services required to address the Village's goals.

Zoning Code Amendments and Map Changes - Amendments to the text of the Zoning Code and the Zoning Map will be proposed to implement the vision developed. The text changes may include updating current code language, adding new districts or the creation of overlay districts, establishing standards for design guidelines, signage, landscaping or other criteria to ensure the

community has the tools to move from a vision to reality. All proposals will be implementable and based on the policies established in the Phase 1. Map adjustments will be proposed if needed. The text and map changes will be supported by Aislinn Consulting through the process from proposal to adoption by the Village Council.

Village Commitment

The Village of South Amherst will:

1. Identify and assemble the stakeholders and those persons who will participate in the Visioning Sessions.
2. Work with Aislinn consulting to download and format all requested data and provide planning-related policy documents;
3. Assist in coordinating, advertising, organizing, and hosting all public meetings; and
4. Determine if a community survey is appropriate and necessary, and distribute and collect said document.

Timeframe and Meeting Schedule

Aislinn Consulting anticipates that the project will take nine (9) months to one (1) year depending on the frequency of the meetings with the Council and Stakeholders. In addition, it is estimated that there will be two public meetings, one to be scheduled during the Visioning process and one prior to the adoption of the final documents. Aislinn will support the approval process from Planning Commission recommendations to City Council approval.

Deliverables and Fees

The following is a summary chart of the estimated number of hours of work on each segment of the project, plus the anticipated number of meetings and the associated number of hours for those meetings. The fee is based on an hourly rate of \$100. The following cost is for budgeting purposes and may change based on the actual number of Zoning Code amendments required after the review of the various code sections. The cost established in **Phase 2 Zoning Code Revisions** in the table below is an estimate based on the types of code amendments proposed.

PHASE 1: COMMUNITY VISIONING SESSIONS		
	Hours	Fee
Facilitation of Visioning Sessions - 3 Meetings	12	\$1,200

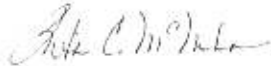
Vision Statement summary	6	\$600
Council Meeting to Adopt Vision Statement	3	\$300
Total Phase 1	21	\$2,100
PHASE 2: ZONING CODE REVISIONS		
	Hours	Fee
Zoning Amendments	30	\$3,000
Other Implementation Tools		
Meetings to review Amendments 3 meetings	12	\$1,200
PUBLIC HEARINGS		
Public Meeting (2)	6	\$600
Total Phase 2		\$4,800
Project Total		\$6,900
OPTIONAL SURVEY		
Survey development	5	\$500
Survey summary	4	\$400
Total Optional Survey		\$900

The project shall be contracted as an hourly rate basis not to exceed \$6,900 unless the Village chooses to impellent the Community Survey then the hourly not to exceed will be \$7,800. The Village will be charged for hours incurred up to the maximum agreed upon amount. If the work is completed with less hours billed than the hour estimates contained in the chart, the Village will only be billed for the hours worked. The Village will be invoiced monthly for time incurred in the previous month with a brief description of the tasks accomplished. In the event the hours worked on the deliverables set forth in this Scope of Services exceeds the hour estimates contained in the chart, the Village will be billed a maximum for the accepted work, as long as the work does extend beyond one year from the date of acceptance through no fault of Aislinn. Any work exceeding the hour estimates contained in the chart that extends one calendar year through no fault of Aislinn shall be billed as an additional charge at the rate of \$100 per hour. If the hours worked on the deliverables set forth in the Scope of Services exceeds the hour estimates contained in the chart and Aislinn is required to attend additional meetings beyond

those set forth in the chart, Aislinn shall be paid an additional \$100 per hour for attending those meetings.

Thank you for the opportunity. I look forward to working with you on this project.

Sincerely,



Rita C. McMahon
Aislinn Consulting, LLC

Cc: Aaron P. Appell, P.E.

Please indicate which portions of the proposed Scope of Services are accepted by The Village of South Amherst.

_____ Accept Total Project - \$6,900

_____ Accept Optional Community Survey - \$900

Accepted By: _____ Date: _____
Dave Leshinski, Mayor

RESOLUTION NO. 703-23

*Sandstone Excavating LLC Agreement
For SAFD Holding Tank (s)*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, July 10, 2023, Council moved to adopt the following Resolution and declaring an emergency;

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into an agreement with Sandstone Excavating LLC; and

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst elects to enter into an agreement with Sandstone Excavating LLC for the installation of the SAFD holding tanks, rerouting of storm drains and related construction per Exhibit A for a cost of \$17,720.00; and

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

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 10th day of July, 2023

First Reading:
Second Reading:
PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 703-23

*Sandstone Excavating LLC Agreement
For SAFD Holding Tank (s)*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 703-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA 2023 Res. 703-23 Sandstone Excavating SAFD Holding Tanks

Sandstone Excavating LLC

P.O. box 590

Amherst, Ohio 44001

T: 440.984.0001

F: 440.984.0012

ChrisV@SandstoneExcavating.com

Proposal Submitted to:

C/O Mayor David J Leshinski

Date: 6-2-23

Phone: 440.986.2202

Address: 103 W. Main St.

C.S.Z: South Amherst, Ohio 44001

Job Location: 103 W. Main St. South Amherst

We hereby submit specifications and estimates for:

Installation of the proposed holding tanks and reroute of the existing storm and related construction per drawings received to spec as follows:

1. Labor and related materials needed for the base bid to install the proposed holding tanks and reroute the existing storm outlets per plan.
2. Removal and abandonment of the existing storm outlet/ oil separator as needed per plan
3. Removal and repour of the existing concrete as needed per plan
4. Removal and disposal of all excavated materials as needed and touch up of the existing gravel upon completion as needed.

Sandstone Excavating is not responsible for the following:

1. Permits, fees or applicable costs
2. Damage of roadway, driveway, sidewalk or access due to construction.
3. Excess excavation due to unforeseen structures or poor ground conditions.
4. Costs or delivery of the proposed tanks and or installation of the high water alarm and related electrical as needed

We propose hereby to furnish material and labor, complete in accordance for the sum of:

\$17,720.00

Payment to be made as follows: Upon completion

Sandstone Excavating LLC

P.O. box 590

Amherst, Ohio 44001

T: 440.984.0001

F: 440.984.0012

ChrisV@SandstoneExcavating.com

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alterations or deviation from above specifications resulting in extra cost will be incurred only upon written orders, and will be an extra charge over and above the estimate. Sandstone Excavating to carry necessary insurance.

Authorized signature: _____

Note: This proposal may be
withdrawn if not accepted within **30** days

Acceptance of this proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____

Date: _____

Alternate #1

Interior reroute of the existing storm line and related concrete as needed per drawings to spec.

Removal and disposal of excavated materials as needed.

\$4,600.00 in addition to the above base bid.

RESOLUTION NO. 704-23

*Dewey Pelton Contract for
SAFD Holding Tank(s) Cleaning*

Lorain County, Ohio

Be It Resolved, *by the Council of the Village of South Amherst*

WHEREAS, this date, July 10, 2023, Council moved to adopt the following Resolution and declaring an emergency;

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into a contract with Dewey Pelton; and

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst elects to enter into a contract with Dewey Pelton per the Contract Terms (Exhibit A); and

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

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 10th day of July, 2023

First Reading:
Second Reading:
PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

DEWEY PELTON SEPTIC TANK
CLEANING & INSTALLATION

6803 ST. RT. 60
WAKEMAN, OH 44889
440-965-8919
DEWEYPELTON@YAHOO.COM

CONTRACT

Date
6/29/2023

Name / Address

VILLAGE OF SOUTH AMHERST
103 WEST MAIN ST
SOUTH AMHERST, OHIO 44001

Description	Qty	Rate	Total
CONTRACT TO PUMP HOLDING TANK AS NEEDED PER VILLAGE OF SOUTH AMHERST TO BE DUMPED AT HURON/VERMILION WASTE WATER TREATMENT PLANT. TRACKER FILLED OUT EVERYTIME WE PUMP THAT WE TURN INTO THE LORAIN COUNTY HEALTH DEPARTMENT.		0.00	0.00
THANK YOU FOR YOUR BUSINESS AND REMEMBER GOD LOVES YOU.		Total	\$0.00

RESOLUTION NO. 705-23

*Agreement between the State of Ohio, Department of Transportation
and the Village of South Amherst for the
Removal and Control of Snow and Ice*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, July 10, 2023, Council moved to adopt the following Resolution and declaring an emergency;

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into an agreement with the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, for the removal and control of snow and ice on SR 113 (aka East and West Main St.)

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst elects to enter into an agreement with the State of Ohio, Department of Transportation for the removal of ice and snow per the terms of the attached agreement (Exhibit A); and

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

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 10th day of July, 2023

First Reading:
Second Reading:
PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 705-23

*Agreement between the State of Ohio, Department of Transportation
and the Village of South Amherst for the
Removal and Control of Snow and Ice*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 705-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA\2023 Res. 705-23 ODOT – Snow & Ice Removal

ODOT AGREEMENT NO. _____
Village Consent Ordinance/Resolution No. 1682-21

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE VILLAGE OF SOUTH AMHERST, OHIO
FOR THE REMOVAL AND CONTROL OF SNOW AND ICE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the Village of South Amherst, 103 West Main Street, South Amherst, Ohio 44001-2923, hereinafter referred to as the "VILLAGE" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within villages, but before doing so, the Director must obtain the consent of the legislative authority of such village; and

WHEREAS, the legislative authority of the VILLAGE has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and VILLAGE in an efficient manner that ODOT perform snow and ice removal and control on SR 113 within the VILLAGE.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will remove snow and ice and apply snow and ice control material on all portions and all lanes of SR 113 in both ascending and descending directions within the VILLAGE's corporate limits during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT's responsibility. ODOT shall perform this work at no cost to the Village. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting village roads and streets.

2. OBLIGATIONS OF THE VILLAGE

- 2.1 The VILLAGE grants ODOT the right to use and occupy the right-of-way in and abutting the sections of SR 113 herein described for the purposes of performing snow and ice removal and control operations.

- 2.2 The VILLAGE is responsible for fixing, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.

3. INSPECTIONS

- 3.1 Periodic inspections may be performed jointly by representatives of the parties to determine the level of service being provided on the state highway system during a snow and ice event.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence on July 1 of the upcoming biennium or on the date of the last signature below, whichever occurs later, and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.
- 4.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

5. GENERAL PROVISIONS

- 5.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 5.2 Either party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 5.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5.4 The State of Ohio and ODOT are self-insured.
- 5.5 ODOT is hereby released from any and all liability for damage or injury received by the VILLAGE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.

- 5.6 If the VILLAGE breaches or defaults on any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 5.7 ODOT and VILLAGE agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the VILLAGE shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 5.8 Ohio Ethics Law: The VILLAGE and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
- 5.9 In carrying out this Agreement the parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 5.10 In no case shall the VILLAGE or any of its personnel be considered agents, servants, or employees of ODOT or the State of Ohio. Each party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

6. NOTICE

- 6.1 Notices under this agreement shall be directed as follows:

Village of South Amherst
103 West Main Street
South Amherst, OH 44001-2923

Ohio Department of Transportation
District 3
906 Clark Avenue
Ashland, OH 44805

7. SIGNATURES

- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.

- 7.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

VILLAGE OF SOUTH AMHERST

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO

Department of Transportation

By: _____

Jack Marchbanks, Director

Date: _____