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August 27, 2020

**WHITEHOUSE COUNCIL AGENDA**  
**September 1, 2020**  
**6:30 P.M.**

Due to the coronavirus (COVID-19) pandemic, Whitehouse Village Council is urging citizens to access public meetings remotely. You may do so by phone by dialing **1-408-418-9388**. You will then be prompted to press the following access code **132 470 7909**. The Password will be **2223**. To help minimize background noise, **please make sure that you mute your microphone.**

Notice is hereby given that the Whitehouse Village Council will meet on Tuesday, September 1, 2020, at 6:30 PM.

Welcome and thank you for attending the Whitehouse Village Council meeting. The purpose of the Village Council meeting is to conduct the official business of the Village of Whitehouse and to hear citizen's comments pertaining to items that appear on the agenda and comments for future consideration. We welcome and encourage your participation. If you wish to make a comment, please wait to be recognized then step to the podium and state your name and address for the record. Please make your comments as concise as possible to allow time for others who wish to make comments. The Mayor presides over the Council meeting and has the authority to take the actions necessary to maintain order and proper decorum among those present. Thank you for your cooperation.

- I. Call to Order
- II. Roll Call
- III. Prayer: Pastor Matthew Lash, Community of Christ Church
- IV. Pledge of Allegiance
- V. Adoption of Minutes of the August 18, 2020 Council Meeting
- VI. Adoption of Bills dated August 27, 2020, the Addendum bills dated September 1, 2020 and the July 2020 Financial Statements
- VII. Introduction of Persons to Appear Before Council
  - A. Request to Change Buskerfest from September 12, 2020 to September 11, 2021
  - B. Request by Christine King to use Village Park for the "5, 6, 7, 8" and Dance on September 21, 22, 24, & 25, 2020
- VIII. Committee Reports
  - A. Report of the Fallen Timbers Union Cemetery District Meeting  
**6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571**  
**Phone 419-877-5383 . Fax 419-877-5635**  
**whitehouseoh.gov**

- B. Report on the July 23, 2020 Tree Commission Meeting
- C. Report on the August 25, 2020 Economic Development Meeting

IX. Report of the Mayor

X. Report of the Clerk of Council

XI. Report of the Village Administrator

- A. Request Authorization to go out to Bid for the Wabash Cannonball Interceptor Sewer Project
- B. Request Authorization of Mid-year Appropriations Amendment (as an emergency)
- C. Request Authorization of Legislation to Adopt and Approve Current Replacement pages to the Whitehouse Codified Ordinances (as an emergency), (required every year)
- D. Request Authorization of Legislation for the Transfer of Certain Funds

XII. Report of the Village Solicitor

XIII. Report from Department Heads

XIV. Citizen Comments on Agenda Items

XV. Ordinances

- A. **Ordinance 12-2020:** To Adopt and Approve Current Replacement Pages to the Whitehouse Codified Ordinances (needs authorized, as an emergency)
- B. **Ordinance 13-2020:** Repealing Whitehouse Municipal Code Section 521.99, Penalty, and Enacting a New Section 521.99, Penalty of the Whitehouse Municipal Code (1<sup>st</sup> Reading)
- C. **Ordinance 14-2020:** Repealing Whitehouse Municipal Code Section 1241.99, Penalty, and Enacting a New Section 1241.99, Penalty of the Whitehouse Municipal Code (1<sup>st</sup> Reading)
- D. **Ordinance 15-2020:** Repealing Whitehouse Municipal Code Section 1359.99, Penalty, and Enacting a New Section 1359.99, Penalty of the Whitehouse Municipal Code (1<sup>st</sup> Reading)
- E. **Ordinance 16-2020:** Appropriations Ordinance (as an emergency)
- F. **Ordinance 17-2020:** Authorizing the Administration to Take the Necessary Steps to Purchase a Certain Parcel of Real Estate (as an emergency)

XVI. Resolutions

- A. **Resolution 19-2020:** Authorizing the Finance Director of the Village of Whitehouse, Lucas County, Ohio, to Transfer Certain Funds for Village Accounting Purposes; Formal Verification of Said Transfer (as an emergency)

XVII. Council Comments

XVIII. Citizen Comments

XIX. Adjournment

Regular

August 18,

20

At 6:30 PM Mayor Don Atkinson called the meeting to order.

ROLL CALL: Bill May, Louann Artiaga, Richard Bingham, Rebecca Conklin Kleiboemer, Mindy Curry and Bob Keogh. Also present were the following: Administrator Jordan Daugherty, Solicitor Kevin Heban, Director of Public Services Steve Pilcher, Fire Chief Joshua Hartbarger, Deputy Police Chief Allan Baer, Clerk Susan Miller, and Pastor Carol Williams-Young.

Council prayer was given by Pastor Carol Williams-Young of Zion United Methodist Church.

Motion by Louann Artiaga, seconded by Richard Bingham to approve the minutes of the August 4, 2020 meeting. 5 ayes, 1 abstain Bob Keogh

Motion by Louann Artiaga, seconded by Bob Keogh to approve the bills totaling \$127,722.61 dated August 13, 2020 and the Addendum bills totaling \$149,147.21 dated August 18, 2020. 6 ayes

Motion by Bob Keogh, seconded by Bill May to approve Ernie's Angels 2020 Car Parade to benefit the Alzheimer's Association on August 22, 2020 at 10:00 AM with Safety Services assistance. 6 ayes

Motion by Louann Artiaga, seconded by Bob Keogh to authorize the Solicitor to prepare legislation to purchase property behind Julie's Fitness Studio. 6 ayes

Mayor Don Atkinson asked for Citizen Comments pertaining to Agenda items. There were none.

Motion by Bill May, seconded by Richard Bingham to authorize the Solicitor to prepare legislation raising zoning penalties. 6 ayes

Other items discussed:

- Union Cemetery District utility reimbursements, maintenance building costs, Sexton report - inventories and learning from Andy Artiaga, mowing to start - thank you to Whitehouse - Cemeteries looked great while the Village was assisting, request for ashes to not be vaulted - No prohibition found, worker contracts, executive session on personnel, weed spraying, entirely green burials not permitted, 1 plot can hold 1 burial and 1 ashes, considering half lots for ashes, thank you Rebecca Conklin Kleiboemer for serving on the UCD, next meeting September 21, 2020

## Regular

August 18,

20

- Village monitoring COVID effects on finances - full impact will be seen next year, many issues on the ballot, Support for the Fire Co-Op, Thank you Chief Hartbarger
- If anyone needs assistance, please let the Village know. We don't want any of our neighbors to go without.
- Mental health issues, social distancing
- Village finances are currently under budget, carefully examining expenses - there are more expectations with COVID, income tax collections are 55% of the general fund, last year was a good year - this year is 6.06 below last year through July - decrease was anticipated to be higher, Accounts General - \$1 million carryover at this point - pinching every penny, moving from PNC to First Federal of Delta, first wire transfer, TMACOG funded the Pedestrian Bridge and Trail Extension - awarded to Whitehouse - Whitehouse portion \$130,000 (20%) of the project - construction in 2023, materials received for Veteran's Memorial Park fence, poles for the Weckerly Road traffic signal to be received mid October, Waste Water Sanitary Sewer plans to the EPA - offer letters sent for easements, request to advertise for bids in September, Bid in October, Award in November, EPA finalization in mid December, Swan Creek Ditch -working with Lucas County - hopefully by the end of the year - some property Owners notified
- Fire Coop Town Hall meeting, Sit Rep current numbers - 57 from April - added 3 over the weekend
- Police training, calls for service, active investigations
- Crack sealing, Veteran's Memorial fence
- Check on Varsity Motor's
- Zoning fines and penalties, resolution process, opportunities to correct issues prior to court and fines, these are our residents, enforcement to yield results, cleaning and charging property owners, Unclassified misdemeanor - fine, no jail time, criminal offense, discuss at a Committee of the Whole meeting then 3 readings, city loses money enforcing violations
- Expenses, income tax report, splash pad, reexamine expenses
- Request for red light at the Wabash Cannonball Trail, keeping residents safe is the number one priority - educating residents, cost for a traffic study, microphones are working great, wearing white for the 100th Anniversary for the 19th Amendment Women's suffrage
- 51st Anniversary of Woodstock
- People not using the crossing lights, Bicycles do not have the right of way, pedestrians do, Bike riders are supposed to dismount and walk bikes across, people in the crosswalk have the right of way, do not enter the crosswalk until it is safe to do so, Delta's crosswalk was a Grant from the state
- Yark left, potential businesses, Economic Development committee members checking contacts to fill that, lots of interest
- Going door to door for the fire levy, precinct approach, business owners, Whitehouse Citizens for Fire Safety and Waterville Township Citizens for Fire

Regular

August 18,

20

Safety opened accounts, fund postage, signs, meeting Thursday to discuss appropriate language for signs, issue numbers assigned

- Weeds next to Yark
- Sgt. Bradley, first woman Sgt on Channel 13 for first responder of the week, 20+ years with the department, Congratulations Sgt. Bradley
- Letters of appreciation to Public Works - the Village looks wonderful

Motion by Bob Keogh, seconded by Bill May to adjourn at 7:38 PM. 6 ayes

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Duly Appointed Clerk of Council

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Mayor

**COUNCIL BILLS  
8/27/2020**

VENDOR	DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
AT&T	FIRE	\$52.29	\$52.29	Phones
Bound Tree	FIRE	\$278.70	\$278.70	EMS Supplies
Century Equipment	WATER	\$837.50	\$837.50	Backflow Devices
HP Products	FIRE	\$467.47	\$467.47	Cleaning Products
Jones & Henry	CAPITAL PROJECTS	\$31,523.44	\$31,523.44	Wabash Interceptor Sewer
Office Depot	FIRE	\$64.14	\$64.14	Supplies
Perfect Sweep Inc.	STREETS	\$2,800.00	\$2,800.00	Street Sweeping
Perrysburg Pipe	WATER	\$248.00	\$248.00	Parts
Poggemeyer Design Group	MAINTENANCE	\$277.50	\$277.50	Utility System Mapping
Safety Council of NW Ohio	ADMINISTRATION	\$130.00	\$130.00	Annual Membership Renewal
Toledo Edison	POLICE	\$1,012.89		Electrical Charges
Toledo Edison	FIRE	\$688.09		Electrical Charges
Toledo Edison	STREETS	\$6,203.91		Electrical Charges
Toledo Edison	PARKS	\$1,157.48		Electrical Charges
Toledo Edison	MAINTENANCE	\$1,463.43		Electrical Charges
Toledo Edison	LIFE SQUAD	\$688.09		Electrical Charges
Toledo Edison	WATER	\$2,121.15		Electrical Charges
Toledo Edison	SEWER	\$2,919.31	\$16,254.35	Electrical Charges
Treasurer, Lucas County	SEWER	\$117,845.63	\$117,845.63	Debt Service & Operation/Maint Charges
Triotech Corporation	POLICE	\$243.00		Monthly Phone Service
Triotech Corporation	FIRE	\$143.54		Monthly Phone Service
Triotech Corporation	MAINTENANCE	\$215.94		Monthly Phone Service
Triotech Corporation	LIFE SQUAD	\$143.54		Monthly Phone Service
Triotech Corporation	WATER	\$19.00		Monthly Phone Service
Triotech Corporation	SEWER	\$19.00		Monthly Phone Service
Triotech Corporation	POLICE	\$260.38	\$784.02	Monthly Phone Service
VAR Resources	FIRE	\$185.97		Computer Leases
VAR Resources	ADMINISTRATION	\$111.58		Computer Leases
VAR Resources	MAINTENANCE	\$55.79		Computer Leases
VAR Resources	LIFE SQUAD	\$37.19	\$650.91	Computer Leases

\$172,213.95      \$172,213.95



Request for Special Event

Village of Whitehouse
PO Box 2476, Whitehouse, OH 43571
Phone: (419) 877-5383/ Fax: (419) 877-5635

Name of Event: Buskerfest
Coordinator/Contact Person: Jo McElheney
Address: 372 Southwood Perrysburg, OH 43551
Phone: 419 349-8836 Email: jmcclheney@stcglobal.net
FAX:

Event Date(s): Sept. 12, 2020 11, 2021 Event Hours: 2:00 pm - 10:00 pm
Estimated Number of Attendance: 200

Brief Description of Event: Musicians performing throughout the park.
Live music in the Pavilion, Beer and Wine Garden. Requesting
closure of Lucas St.

Will the Event Use Signage/Attraction Devices? X Yes \_\_\_ No
Amplified Voice/Music? X Yes \_\_\_ No
Food/Beverage Sales? X Yes \_\_\_ No Alcoholic Beverage Sales: X Yes \_\_\_ No
Product Sales? X Yes \_\_\_ No Other (explain):

If YES to any of the above, please explain: Advertising banners prior to event, bands
in the Pavilion, food trucks, beer/wine garden, arts + crafts
booths

Identify any Village services, public facilities, or equipment you are requesting in conjunction with this
event:

( ) Police Assistance (X) Streets Closed (X) Enclosed Shelterhouse (X) Pavilion ( ) Other
Explain: Requesting use of Pavilion and Shelterhouse and closure
of Lucas St Use of public rest rooms, would like
to use approx 18 weighted traffic cones to attach to snow fence.

PLEASE supply a map highlighting the property, temporary structures (identifying use and
activity), pedestrian ways and/or streets that will be impacted by this event.

Payment for Services: The Event Coordinator/Contact Person/Sponsoring Entity shall make payment for
services payable to The Village of Whitehouse. Payment must be received by the Village of Whitehouse
no later than ten (10) business days after the event.

Total Number of Employees Required: Total Amount Required per Employee: \$ /hr.
TOTAL Amount to be submitted to the Village of Whitehouse by Event Coordinator: \$

READ THE FOLLOWING BEFORE SIGNING

The submittal of this event form does not ensure approval of the event.

Be advised, the Village cannot accommodate every event and some events may require reimbursement for
services rendered. You must attach to this application either an Insurance Policy or a Certificate of
Insurance that includes the policy number, amount of coverage, and the provision that the Village of
Whitehouse is included as an Additional Insured. The insurance requirements depend on the risk level of
the event.

The applicant agrees to defend, indemnify, and hold harmless the Village of Whitehouse from any claim,
demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against
or from the Village of Whitehouse by reason of any damage to property, personal injury or bodily injury,
including death, sustained by any person whomsoever and which damage, injury, or death, arises out of
this activity

Signature: Jo McElheney Date: 1/22/2020
6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571
Phone 419-877-5383 . Fax 419-877-5635
whitehouseoh.gov



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

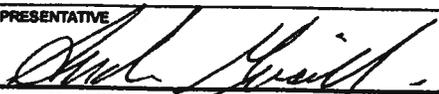
<b>PRODUCER</b> Andrew Musilli Agency, LLC 80 East Olentangy St.  Powell OH 43085		<b>CONTACT NAME:</b> Andrew Musilli <b>PHONE:</b> 614.848.9740 <b>A/C No. Ext:</b> 614.848.9740 <b>FAX A/C No.:</b> 614.848.9750 <b>E-MAIL ADDRESS:</b> andy.1@musilli.biz	
<b>INSURED</b> Anthony Wayne Area Arts Commission 10802 Waterville St.  Whitehouse OH 43571		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ANI-RRG NAIC # 10023 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC		Y	43855	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Director & Officers Liability		Y	43855	06/01/2019	06/01/2020	\$1,000,000 \$1,000,000/\$1,000,000

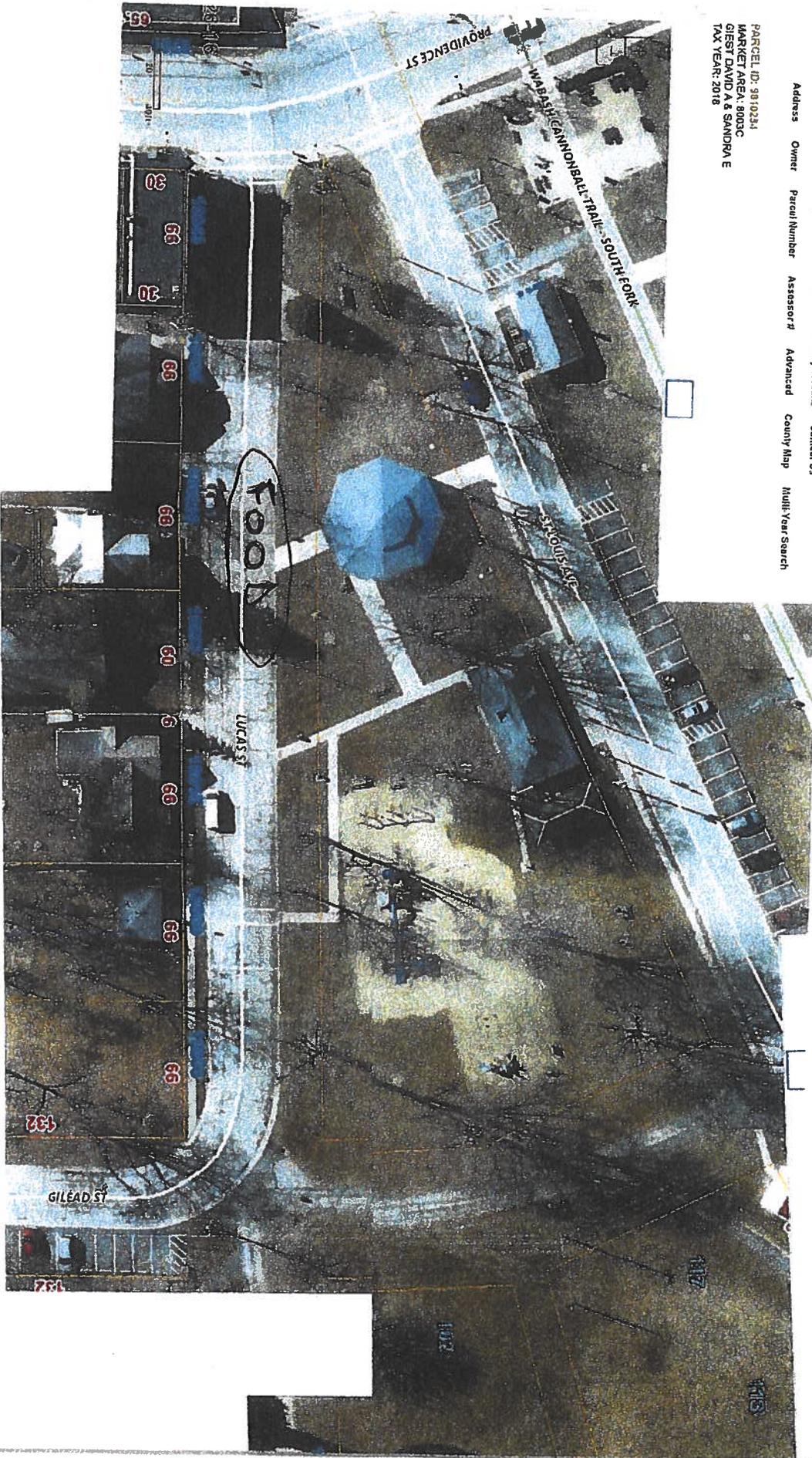
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Certificate Holder is Additional Insured  
  
 Busker Fest  
 September 7, 2019

<b>CERTIFICATE HOLDER</b>  Village of Whitehouse 6925 Providence St.  Whitehouse OH 43571	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Andrew Musilli 
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PARCEL ID: 9910231  
MARKET AREA: 8003C  
GUEST DAVID A & SANDRA E  
TAX YEAR: 2018

Address:      Owner:      Parcel Number:      Assessor's:      Advanced:      County Map:      Multi-Year Search

Author:      Property Search:      County Website:      Contact Us





**Request for Special Event**

Village of Whitehouse  
PO Box 2476, Whitehouse, OH 43571  
Phone: (419) 877-5383/ Fax: (419) 877-5635

Name of Event: '5.6.7.8' and Dance  
Coordinator/Contact Person: Christine King  
Address: 5913 Weckerly Rd. Whitehouse, OH. 43571  
Phone: (419) 308-4532 Email: spotlightstudiodance@gmail.com  
FAX: N/A  
Event Date(s): 9/21-9/22, 9/24-9/25 Event Hours: 4pm - 8:30pm  
Estimated Number of Attendance: 10 dancers + a guests every 1/2 hour  
Brief Description of Event: I am giving students a chance to perform their recital dances in a safe & socially distant enviroment

Will the Event Use Signage/Attraction Devices? \_\_\_ Yes  No  
Amplified Voice/Music?  Yes \_\_\_ No  
Food/Beverage Sales? \_\_\_ Yes  No Alcoholic Beverage Sales: \_\_\_ Yes  No  
Product Sales? \_\_\_ Yes  No Other (explain): \_\_\_\_\_

If YES to any of the above, please explain: I will be using a portable speaker for a few minutes every 1/2 hr. for the students to dance to.

Identify any Village services, public facilities, or equipment you are requesting in conjunction with this event:

( ) Police Assistance ( ) Streets Closed () Enclosed Shelterhouse () Pavilion ( ) Other  
Explain: N/A

**PLEASE supply a map highlighting the property, temporary structures (identifying use and activity), pedestrian ways and/or streets that will be impacted by this event.**

Payment for Services: The Event Coordinator/Contact Person/Sponsoring Entity shall make payment for services payable to *The Village of Whitehouse*. Payment must be received by the Village of Whitehouse no later than ten (10) business days after the event.

Total Number of Employees Required: N/A Total Amount Required per Employee: \$ N/A /hr.  
TOTAL Amount to be submitted to the Village of Whitehouse by Event Coordinator: \$ N/A

**READ THE FOLLOWING BEFORE SIGNING**

**The submittal of this event form does not ensure approval of the event.**

Be advised, the Village cannot accommodate every event and some events may require reimbursement for services rendered. You must attach to this application either an Insurance Policy or a Certificate of Insurance that includes the policy number, amount of coverage, and the provision that the Village of Whitehouse is included as an Additional Insured. The insurance requirements depend on the risk level of the event.

The applicant agrees to defend, indemnify, and hold harmless the Village of Whitehouse from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Village of Whitehouse by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of this activity

Signature: Christine King Date: 8/18/2020

**6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571  
Phone 419-877-5383 . Fax 419-877-5635  
whitehouseoh.gov**



Map data ©2020

20 ft



## AGREEMENT FOR SERVICE – SPECIAL EVENTS

WHEREAS, by Resolution, the Village Administrator of the Village of Whitehouse, Ohio, is authorized and empowered to enter into written agreements with public or private organizations, to assign Village employees to special duties, with such organizations, when, in the opinion of the Village Administrator and Chief of Police, such duty serves the purpose of public safety, traffic control and the public welfare.

Now, therefore, it is agreed by and between the parties as follows:

1. The Chief of Police shall assign a designee to oversee the scheduling of officers to provide police/security services for the following event:

\_\_\_\_ See attached map showing locations and that such officer(s) shall at all times be subject to all Federal, state and local ordinances, including the policies and procedures of the Village of Whitehouse and the Whitehouse Police Department.

2. The Police Chief reserves the right to honor or reject this request based upon officer availability and/or needs of the agency.
3. The uniform of the officer(s) shall always be under the control of the Chief of Police.
4. Officer(s) who are assigned to this event shall be paid for this service in accordance with the current fee schedule for services as enacted by the Village of Whitehouse, Ohio Council.
5. The Village of Whitehouse agrees to furnish officer(s) under the terms of this agreement, if and only if, officer(s) are available for such duty as determined by the Chief of Police.
6. Duties of any officer(s) assigned shall be limited to the boundaries of the Village of Whitehouse, Ohio. Exceptions would include those that serve law enforcement interests outside the boundaries of the Village of Whitehouse (i.e., Anthony Wayne School District off-campus, school-sponsored activities, etc.).
7. The Event Coordinator/Contact Person/Sponsoring Entity shall make payment for services payable to *The Village of Whitehouse*. Payment must be received by the Village of Whitehouse no later than ten (10) business days after the event.  
  
Total Number of Employees Required: N/A      Total Amount Required per Employee: \$ N/A /hr.  
TOTAL Amount to be submitted by Event Coordinator: \$ N/A
8. Officer(s) assigned under terms of this contract shall be covered by Workmen's Compensation paid on the officer's behalf by the Village of Whitehouse.
9. This agreement may be canceled by either party by 30-day written notice or to the mutual satisfaction of both undersigned parties.
10. Requests for additional/reduction of officers to supplement this initial agreement must be made to the Village Administrator no later than fifteen (15) days from the date of the scheduled event.

This agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Whitehouse, County of Lucas, State of Ohio, and the Event Coordinator/Contact Person, in witness whereof the parties hereunto have set their hands at Whitehouse, Ohio.

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Event Coordinator/Contact Person

**REQUEST FOR SPECIAL EVENTS SERVICES—VILLAGE OF WHITEHOUSE, OHIO**

TYPE OF FUNCTION/ACTIVITY: Dance Show

DATE/TIME OF FUNCTION/EVENT: 9/21 - 9/24 4pm - 8:30pm

LOCATION: Whitehouse Park Pavilion

NUMBER OF OFFICERS REQUIRED: ∅ (Determined by Police Chief)

NUMBER OF ADDITIONAL VILLAGE EMPLOYEES: ∅ (Determined by Department Head)

EVENT COORIDNATOR CONTACT INFORMATION:

NAME Christine King

ORGANIZATION Spotlight studio

ADDRESS 5913 Weckerly Rd.

whitehouse, OH 43571

PHONE (419) 308-4532

EMAIL spotlightstudiodance@gmail.com

FAX N/A

Payment for services rendered in the amount of \$ N/A will be submitted to:

The Village of Whitehouse  
6925 Providence St.  
P.O. Box 2476  
Whitehouse, OH 43571

Payment in full required by: \_\_\_\_\_

*For Office Use Only*

Date: \_\_\_\_\_

\_\_\_\_ Approved as requested.

\_\_\_\_ Approved, with modifications (specify):

\_\_\_\_ Disapproved (specify):

Village Administrator \_\_\_\_\_

Chief of Police \_\_\_\_\_

Public Service Director \_\_\_\_\_

Fire Chief \_\_\_\_\_

Community Development Coordinator \_\_\_\_\_

Whitehouse Tree Commission (TC) Minutes  
Meeting of July 23, 2020

Attendance: Sheri Luedtke (chair), Christine Manzey, Amy Schultz, Michelle Tippie, Dianne Toffler, Elliot Tramer, Richard Bingham (council rep), Mark Thomas (public services rep)

The meeting was called to order at 7:01 p.m.

The minutes of the June 25, 2020 meeting were approved (moved Amy Schultz, second Michelle Tippie)

Old Business:

- A. Tree Inventory – Mark Thomas reported that trees were removed as follows: Baldcypress at 6430 Sydney, Sassafras at 6426 Whitehouse Valley, Tulip Tree at 6939 Westwyck, a dead tree from the right-of-way at 10816 Toledo St., and a Callery Pear at 10962 Southanne Lane. Suckers were trimmed from trees along the quarry walking trail and at 10835 Waterville St. Sheri Luedtke asked whether trees along the bike path needed trimming; Elliot Tramer and Chris Manzey reported that they had trimmed dead wood from the two trees most in need there, the 7 Sons tree and a memorial Tuliptree.
  
- B. Forms and Documents: Sheri Luedtke is receiving Arbor Day bulletins that will be placed in the Tree Commission cabinet in the Village Hall. TC would like a thumb drive containing Noah Werning’s tree project for the cabinet; Sheri will ask if Noah can make one for us.

New Business:

- A. There was considerable discussion about the condition of the tree and shrub plantings at the new Whitehouse elementary school. A letter by Elliot Tramer and Christine Manzey emailed to Jordan Daugherty and Mayor Atkinson on July 4 detailed deep mulching, constricting ropes, apparent lack of water, and other issues. The letter was forwarded to the Anthony Wayne School Board, but TC decided that no action is possible until we have more details about the contract agreement between the school board and the contractor. Michelle Tippie will inquire about the contents of that agreement and report back.
  
- B. Tree City USA and Growth Award applications for 2021: Sheri Luedtke reported that we are in good shape with 3 of the 4 criteria for Tree City designation. But because of the Covid-19 pandemic we were unable to hold a public Arbor Day celebration this spring. The mayor did provide an Arbor Day proclamation. It was decided to hold a tree dedication at three trees planted last spring, perhaps in September. Sheri will order bricks to place beneath the trees. Mark Thomas showed reflective stickers for our Tree City USA highway signs indicating 13 straight years of achieving that status. We have two projects that should qualify for growth award points, Noah Werning’s tree project and our risk assessments of trees at four Whitehouse cemeteries. Elliot Tramer will contact Stephanie Miller to determine whether we will have sufficient points for a

growth award, given that the pandemic may result in an adjustment of the award requirements.

- C. Elliot Tramer and Chris Manzey participated in Stephanie Miller's *Zoom* meeting on July 16, and were given time to describe Noah Werning's project in detail. They were pleased to note that Stephanie took the opportunity to compliment the Whitehouse TC on our work.
- D. Quarry invasives: This spring the shrub vegetation on the quarry slope behind the Village Hall was cut down by the Metroparks in preparation for construction of a paved biking/walking trail. Sprouts are beginning to grow back and many invasive plants will reappear, but the low ground cover is dominated by poison ivy, so work on plants there is not advisable at this time. One of the invasive non-native trees along the quarry is Tree-of-Heaven (*Ailanthus*). Elliot Tramer has volunteered to participate in a watch of *Ailanthus* trees, which is a favorite host of the Spotted Lanternfly, a new pest from Asia that is invading the U.S. So far none have been reported in Ohio, but it has been recorded along the Ohio border in Pennsylvania. The lanternfly can damage or kill a wide variety of trees; Chris Manzey mentioned it also feeds on grapevines, so it is a big concern for the grape/wine industry.
- E. Elliot Tramer responded to an inquiry by a lady about pruning her oak tree. Richard Bingham mentioned that she lives near Delta. It was stated that TC is pleased to provide assistance to anyone who asks!

The meeting was adjourned at 8:03 p.m. (moved Amy Schultz, second Dianne Toffler)

Respectfully submitted,

Elliot Tramer

**MINUTES OF THE ECONOMIC DEVELOPMENT COMMITTEE  
VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO  
AUGUST 25, 2020**

At 4:01 pm, Chairman Dallas Paul called the meeting of the Economic Development Committee to order.

**Roll Call:** Dallas Paul, Brad Mauk, Stephen Holland, Jennifer Scroggs and Wes Beham. Also in attendance were Village Administrator Jordan Daugherty, Council members Louann Artiaga and Bob Keogh, and Lee Rausch.

Motion made by Wes Beham to approve the minutes from the June 23, 2020 meeting, second by Brad Mauk. 5 ayes

Item number four on the agenda is the State Route 295 development map. Lee Rausch from Proudfoot Associates explained the maps he brought in. He explained it is a buildable map, meaning changes can be made based on what the committee would like to see. Three maps were presented, with the first being the area of Waterville, west to Henry Lucas County Line and from Whitehouse, down to US 24. The second map is the same, just without the aerial in the background. The third map is potential wetlands, Oak Openings region boundary and flood zones. Whitehouse is a CRA or community reinvestment area, so there are certain tax breaks to redevelop. Dallas would like to see the committee get together with Waterville and Providence Township to get sites ready with utilities to make the area more competitive to draw businesses to the area.

Jordan said there has been some interest in the old Yark dealership, but nothing going in as of yet. Dallas may have someone interested in moving into the PNC Bank building and another business interested in repositioning their property and possibly a flex office space. Jordan mentioned that Council decided to purchase the house behind Cyclewerks as part of public parking plan. He asked the committee if they could see it being used by a business as a commercial property in the downtown. Dallas wants the committee to drive by the property and see what the potential for the area might be, before the next meeting.

The next agenda item is the review of JobsOhio project possibilities. Dallas explained the state of Ohio has recognized the lack of industrial buildings. JobsOhio has developed an OSA program that will incentivize building of spec space. It is a five year program, \$50 million per year, \$250 million over the five years. Dallas would like Whitehouse to participate to build infrastructure to accommodate businesses returning from overseas. Whitehouse Square is definitely an area where that could be done, seeing that utilities are already there. This program will help finance the building of the structure. The Village would purchase the land then hire a master developer to build a spec building to show what potential businesses could move into or build their own space.

Jordan proposed this committee form one or two sub-committees to meet with staff and maybe a consultant to come up with some rough ideas to provide to potential clients.

Jennifer suggested the committee resume their coffee meetings with small groups from the open house that was held earlier in the year. Wes suggested having a webinar so a large group can attend without meeting in person. He would like to see a rendering completed first so it is available to hand out.

The next meeting of the Economic Development Committee will be October 27, 2020 at 4:00 pm.

Motion made by Jennifer Scroggs to adjourn the meeting, seconded by Stephen Holland. The meeting adjourned at 5:31 pm.

Respectfully submitted,  
Jordan Daugherty  
Village Administrator

ORDINANCE NO. 12 - 2020

AN ORDINANCE TO ADOPT AND APPROVE CURRENT REPLACEMENT PAGES TO THE WHITEHOUSE CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to update and amend certain provisions within the existing Codified Ordinances of the Village of Whitehouse to conform with current State law as required by the Ohio Constitution; and

WHEREAS, additional various Ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the Village of Whitehouse has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revisions;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, three-fourths (3/4) of all members elected thereto concurring:

SECTION I: That the Ordinances of the Village of Whitehouse, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2019 Replacement Pages to the Codified Ordinances are hereby recertified, approved and adopted.

SECTION II: That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law. Complete copies of same are available in the Administrative offices as summarized.

Traffic Code

- 331.43 Wearing Earplugs or Earphones Prohibited. (Amended)
- 335.09 Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
- 335.091 Operating Without Dealer or Manufacturer License Plates. (Added)
- 341.03 Prerequisites to Operation of a Commercial Motor Vehicle. (Amended)
- 373.02 Riding Upon Seats. (Amended)

General Offenses Code

- 513.01 Drug Abuse Control Definitions. (Amended)
- 537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternate Nicotine Products. (Amended)

SECTION III: It is hereby found and determined that all formal actions of this Council including any of its committees concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of

its committees that resulted in such formal actions as contained herein were and are in compliance with all legal requirements as set forth by Village Charter.

SECTION IV: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of said Village 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 Village to facilitate administration and daily operations of the Village of Whitehouse, Lucas County, Ohio for its citizens and surrounding inhabitants.

WHEREFORE, this Ordinance shall take effect and be in full force immediately upon its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

FINAL VOTE ON THE MEASURE: Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

EFFECTIVE DATE OF THIS ORDINANCE: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Duly Appointed Clerk of Council

\_\_\_\_\_  
Kevin A. Heban, Solicitor

**ORDINANCE NO. 13-2020**

**AN ORDINANCE REPEALING WHITEHOUSE MUNICIPAL CODE SECTION 521.99, PENALTY, AND ENACTING A NEW SECTION 521.99, PENALTY OF THE WHITEHOUSE MUNICIPAL CODE**

**WHEREAS**, Council finds that there exist certain real estate nuisance conditions within the Village that need to be addressed; and

**WHEREAS**, these blighted areas affect the land value of the properties within the Village and cause other adverse impacts on the real estate and residents within the Village; and

**WHEREAS**, it would be in the best interests of the residents of the Village to remove these nuisance conditions; and

**WHEREAS**, by increasing the penalty provisions for nuisance properties, the Village would be in a better position to remove the nuisance conditions and gain compliance with the Village's zoning requirements; and

**WHEREAS**, the present sections of the Whitehouse Municipal Code are in need of updating; and

**WHEREAS**, the Village of Whitehouse is authorized to pass this Ordinance pursuant to its police powers and its home rule power.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, and three-fourths (3/4) of all members elected thereto concurring:

**Section 1.** Whitehouse Municipal Code Section 521.99, which is attached hereto as Exhibit "A" and incorporated herein by reference, be and hereby is repealed.

**Section 2.** New Whitehouse Municipal Code Section 521.99, Penalty, is hereby enacted to read as follows:

**521.99 PENALTY.**

The owner, tenant, business, or person in control of property that violates any provision of this Chapter is guilty of a misdemeanor of the third degree and shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. A separate offense shall be deemed committed each day that such condition is permitted to exist.

**Section 3.** It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the Village of Whitehouse and the State of Ohio.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after its passage and approval.

FINAL VOTE ON THE MEASURE:      Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

EFFECTIVE DATE OF THIS ORDINANCE: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Duly Appointed Clerk of Council

\_\_\_\_\_  
Kevin A. Heban, Solicitor

**521.99 PENALTY.**

(EDITOR'S NOTE: See Section 501.99 for penalties applicable to any misdemeanor classification.)

ORDINANCE NO. 14-2020

AN ORDINANCE REPEALING WHITEHOUSE MUNICIPAL CODE SECTION 1241.99, PENALTY, AND ENACTING A NEW SECTION 1241.99, PENALTY OF THE WHITEHOUSE MUNICIPAL CODE

WHEREAS, Council finds that there exist certain real estate nuisance conditions within the Village that need to be addressed; and

WHEREAS, these blighted areas affect the land value of the properties within the Village and cause other adverse impacts on the real estate and residents within the Village; and

WHEREAS, it would be in the best interests of the residents of the Village to remove these nuisance conditions; and

WHEREAS, by increasing the penalty provisions for nuisance properties, the Village would be in a better position to remove the nuisance conditions and gain compliance with the Village's zoning requirements; and

WHEREAS, the present sections of the Whitehouse Municipal Code are in need of updating; and

WHEREAS, the Village of Whitehouse is authorized to pass this Ordinance pursuant to its police powers and its home rule power.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, and three-fourths (3/4) of all members elected thereto concurring:

**Section 1.** Whitehouse Municipal Code Section 1241.99, which is attached hereto as Exhibit "A" and incorporated herein by reference, be and hereby is repealed.

**Section 2.** New Whitehouse Municipal Code Section 1241.99, Penalty, is hereby enacted to read as follows:

**1241.99 PENALTY.**

The owner, tenant, business, or person in control of property that violates any provision of this Zoning Code is guilty of a misdemeanor of the third degree and shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. A separate offense shall be deemed committed each day that such condition, violation or noncompliance occurs or continues to exist.

**Section 3.** It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the Village of Whitehouse and the State of Ohio.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after its passage and approval.

FINAL VOTE ON THE MEASURE: Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

EFFECTIVE DATE OF THIS ORDINANCE: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Duly Appointed Clerk of Council

\_\_\_\_\_  
Kevin A. Heban, Solicitor

**1241.99 Penalty**

- A. Whoever violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this Zoning Code shall be fined not more than one hundred fifty (\$150) dollars.
- B. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.
- C. The owner of any building or premises or part thereof where anything in violation of this Zoning Code is placed or exists, and any architect, builder, contractor, agent, corporation or other person employed in connection therewith who or which may have assisted in the commission of any such violation, shall be guilty of a separate offense and upon conviction shall be subject to the penalties herein provided.

**ORDINANCE NO. 15-2020**

**AN ORDINANCE REPEALING WHITEHOUSE MUNICIPAL CODE SECTION 1359.99, PENALTY, AND ENACTING A NEW SECTION 1359.99, PENALTY OF THE WHITEHOUSE MUNICIPAL CODE**

**WHEREAS**, Council finds that there exist certain real estate nuisance conditions within the Village that need to be addressed; and

**WHEREAS**, these blighted areas affect the land value of the properties within the Village and cause other adverse impacts on the real estate and residents within the Village; and

**WHEREAS**, it would be in the best interests of the residents of the Village to remove these nuisance conditions; and

**WHEREAS**, by increasing the penalty provisions for nuisance properties, the Village would be in a better position to remove the nuisance conditions and gain compliance with the Village's zoning requirements; and

**WHEREAS**, the present sections of the Whitehouse Municipal Code are in need of updating; and

**WHEREAS**, the Village of Whitehouse is authorized to pass this Ordinance pursuant to its police powers and its home rule power.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, and three-fourths (3/4) of all members elected thereto concurring:

**Section 1.** Whitehouse Municipal Code Section 1359.99, which is attached hereto as Exhibit "A" and incorporated herein by reference, be and hereby is repealed.

**Section 2.** New Whitehouse Municipal Code Section 1359.99, Violations and Penalty, is hereby enacted to read as follows:

**1359.99 VIOLATIONS AND PENALTY.**

- (a) No person shall violate any provision or fail to conform to any of the requirements of this Exterior Property Maintenance Code or fail to comply with any order made thereunder.
- (b) The owner, tenant, business, or person in control of property that violates any provision of this Exterior Property Maintenance Code is guilty of a misdemeanor of the third degree and shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. A separate offense shall be deemed committed each day that such condition, violation or noncompliance occurs or continues to exist.

(c) The application of the penalty provided herein shall not be held to prevent the enforced removal of the prohibited conditions.

**Section 3.** It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the Village of Whitehouse and the State of Ohio.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after its passage and approval.

FINAL VOTE ON THE MEASURE:      Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

EFFECTIVE DATE OF THIS ORDINANCE: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Duly Appointed Clerk of Council

\_\_\_\_\_  
Kevin A. Heban, Solicitor

**1359.99 VIOLATION AND PENALTIES.**

(a) No person shall violate any provision or fail to conform to any of the requirements of this Exterior Property Maintenance Code or fail to comply with any order made thereunder.

(b) Whoever violates any section of this Exterior Property Maintenance Code shall be guilty of a minor misdemeanor, and the violation shall be deemed a strict liability offense.

(1) If the offender has previously been convicted of, or pleaded guilty to, a violation of this Maintenance Code, then the offender shall be guilty of a fourth degree misdemeanor.

(2) Whoever knowingly makes a false statement, or knowingly swears or affirms the truth of a false statement previously made on any documents filed in support of an enforcement action or appeal pursuant to the provisions of this Maintenance Code, shall be guilty of a third degree misdemeanor.

(c) A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(d) The application of the penalty provided herein shall not be held to prevent the enforced removal of prohibited conditions.

(Ord. 10-2016. Passed 12-20-16.)

**ORDINANCE NO: 16-2020**

**APPROPRIATION ORDINANCE**

(VILLAGE)

(Revised Code Sec. 5705.38)

An AMENDED ORDINANCE to make appropriations for current Expenses and other Expenditures of the Village of Whitehouse, State of Ohio, during the fiscal year ending December 31, 2020.

Section 1. BE IT RESOLVED by the Council of the Village of Whitehouse, State of Ohio, that, to provide for the current expenses and other expenditures of the said Village of Whitehouse during the fiscal year ending December 31, 2020, the following sums be and they are hereby set aside and appropriated as follows, viz:

Section 2: That there be appropriated from the GENERAL FUND:

**PROGRAM I - SECURITY OF PERSON AND PROPERTY**

<b>Police Law Enforcement</b>			
	Personal Services	(20,000.00)	
	General Operating		
	Capital Outlay	45,000.00	
	<b>Total Police Law Enforcement</b>		<b>25,000.00</b>
<b>Fire Fighting Prevention and Inspection</b>			
	Personal Services		
	General Operating		
	Capital Outlay		
	<b>Total Fire Fighting, Prevention &amp; Inspection</b>		<b>-</b>
<b>Street Lighting</b>			
	Personal Services	-	
	General Operating	17,500.00	
	Capital Outlay	-	
	<b>Total Street Lighting</b>		<b>17,500.00</b>
<b>Civil Defense</b>			
	Personal Services	-	
	General Operating	3,000.00	
	Capital Outlay	-	
	<b>Total Civil Defense</b>		<b>3,000.00</b>
	<b>Total Program 1 - Security of Persons and Property</b>		<b>45,500.00</b>

**PROGRAM II - PUBLIC HEALTH AND HUMAN SERVICES**

<b>Payment to County Health District</b>			
	Personal Services	-	
	General Operating		
	Capital Outlay	-	
	<b>Total Payment to County Health District</b>		<b>-</b>
<b>Payment to Indigent Burial</b>			
	Personal Services	-	
	General Operating		
	Capital Outlay	-	
	<b>Total Payment to County Health District</b>		<b>-</b>
	<b>Total Program II - Public Health &amp; Human Services</b>		<b>-</b>

**PROGRAM III - LEISURE TIME ACTIVITIES**

<b>Provide and Maintain Parks</b>			
	Personal Services		

General Operating		
Capital Outlay		
<b>Total Provide and Maintain Parks</b>		<b>-</b>
<b>Total Program III - Leisure Time Activities</b>		<b>-</b>

**PROGRAM IV - COMMUNITY ENVIRONMENT**

<b>Community Planning and Zoning</b>		
Personal Services	5,000.00	
General Operating	18,000.00	
Capital Outlay	-	
<b>Total Community Planning and Zoning</b>		<b>23,000.00</b>
<b>Total Program IV - Community Environment</b>		<b>23,000.00</b>

**PROGRAM V - BASIC UTILITY SERVICES**

<b>Refuse Collection and Disposal</b>		
Personal Services		
General Operating		
Capital Outlay	-	
<b>Total Refuse and Disposal</b>		<b>-</b>
<b>Total Program V - Basic Utility Services</b>		<b>-</b>

**PROGRAM VII - GENERAL GOVERNMENT**

<b>Mayor, Administrative, and Legal Offices</b>		
Personal Services	6,000.00	
General Operating	16,000.00	
Capital Outlay	-	
<b>Total Mayor and Administrative Offices</b>		<b>22,000.00</b>
<b>Legislative Activities (Council &amp; Clerk)</b>		
Personal Services	1,000.00	
General Operating	1,000.00	
Capital Outlay	-	
<b>Total Legislative Activities</b>		<b>2,000.00</b>
<b>Maintenance Department</b>		
Personal Services		
General Operating	-	
Capital Outlay	-	
<b>Total Maintenance Department</b>		<b>-</b>
<b>County Auditor's and Treasurer's Fees</b>		<b>-</b>
<b>Elections</b>		<b>-</b>
<b>Auditor of State's Fees</b>		<b>-</b>
<b>Other General Government - Building Department</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Other Government-Building Dept.</b>		<b>-</b>



**Provide and Maintain Parks**

Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Provide and Maintain Parks</b>	-	
Park Revenue Fund		-
<b>Total for Parks &amp; Recreation Fund</b>		-
<b>Program III - Leisure Time Activities</b>		-

**OTHER SPECIAL REVENUE FUNDS**

**PROGRAM I - SECURITY OF PERSONS AND PROPERTY**

**LIFE SQUAD**

Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Life Squad Fund</b>	-	

**PROGRAM I - SECURITY OF PERSONS AND PROPERTY**

**CORONAVIRUS RELIEF FUND**

**Other Uses of Funds**

Transfers	-	
Other Uses	194,827.00	
<b>Total Other Uses of Funds</b>	194,827.00	
<b>Total for Motor Vehicle License Tax</b>		194,827.00
<b>Program VI</b>		194,827.00

**GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATIONS**

444,827.00

**Section 5. That there be appropriated from the following DEBT SERVICE FUNDS:**

**NOTE RETIREMENT**

Principal	-	
Interest	1.00	
Other Debt Service	-	
<b>Total Program I - Security of Persons &amp; Property</b>		1.00
<b>Total Bond Retirement Fund Appropriation</b>		1.00

**FIRE DEPT. TURNOUT GEAR**

Principal	21,977.00	
Interest	2,596.00	
Other Debt Service	-	
<b>Total Program I - Security of Persons &amp; Property</b>		24,573.00
<b>Total Bond Retirement Fund Appropriation</b>		24,573.00

**GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS**

24,574.00

**SECTION 6. That there be appropriated from the following CAPITAL PROJECT FUNDS:**

**CAPITAL PROJECTS**

**PROGRAM VII - GENERAL GOVERNMENT**

**Capital Project Funds**

250 Capital Outlay	<u>19,000.00</u>
260 Debt Service	<u>-</u>
270 Other Uses of Funds	<u>25,116.00</u>
<b>Total Capital Projects</b>	<u><b>44,116.00</b></u>

**PROGRAM VI - TRANSPORTATION**

**Street Capital Project Funds**

Capital Outlay	<u>(500,000.00)</u>
Debt Service	<u>-</u>
Other Uses of Funds-Transfers	<u>-</u>
<b>Total Street Capital Projects</b>	<u><b>(500,000.00)</b></u>

**PROGRAM V - BASIC UTILITY SERVICES**

**Water Capital Project Funds**

Capital Outlay	<u>-</u>
Debt Service	<u>-</u>
Other Uses of Funds	<u>-</u>
<b>Total Water Capital Projects</b>	<u><b>-</b></u>

**Sewer Capital Project Funds**

Capital Outlay	<u>200,000.00</u>
Debt Service	<u>-</u>
Other Uses of Funds	<u>-</u>
<b>Total Sewer Capital Projects</b>	<u><b>200,000.00</b></u>

**PROGRAM III - LEISURE TIME ACTIVITIES**

**Park & Recreation Capital Project Funds**

Capital Outlay	<u>1,500.00</u>
Debt Service	<u>-</u>
Other Uses of Funds-Transfers	<u>-</u>
<b>Total Park &amp; Recreation Capital Projects</b>	<u><b>1,500.00</b></u>

**PROGRAM I - SECURITY OF PERSONS AND PROPERTY**

**Safety Services Capital Project Funds**

Capital Outlay	<u>-</u>
Debt Service	<u>-</u>
Other Uses of Funds	<u>-</u>
<b>Total Safety Services Capital Projects</b>	<u><b>-</b></u>

**GRAND TOTAL CAPITAL PROJECTS FUND APPROPRIATIONS**

**(254,384.00)**

SECTION 7. That there be appropriated from the following ENTERPRISE FUNDS.

**PROGRAM V - BASIC UTILITY SERVICES**

**Water Fund**

<b>Office</b>	
Personal Services	<u>10,000.00</u>
General Operating	<u>-</u>
Capital Outlay	<u>-</u>

<b>Total Office</b>		<u>10,000.00</u>
<b>Pumping</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Pumping</b>	-	<u>-</u>
<b>Distribution</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	44,000.00	
<b>Total Distribution</b>	44,000.00	<u>44,000.00</u>
<b>Meters</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	10,000.00	
<b>Total Meters</b>	10,000.00	<u>10,000.00</u>
<b>Automotive Equipment</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Automotive Equipment</b>	-	<u>-</u>
<b>Lands &amp; Buildings</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Lands &amp; Buildings</b>	-	<u>-</u>
<b>Other Equipment</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Other Equipment</b>	-	<u>-</u>
<b>Other Water Fund</b>		
Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Other Water Fund</b>	-	<u>-</u>
<b>Other Uses of Funds</b>		
Transfers	9,000.00	
Other Uses	-	
<b>Total Other Uses Fund</b>	9,000.00	<u>9,000.00</u>
<b>Total for Water Fund Appropriations</b>		<u>73,000.00</u>
<b>Program V - Basic Utility Services</b>		<u>73,000.00</u>

Sanitary Sewer Fund

Office

Personal Services	10,000.00	
General Operating	85,000.00	
Capital Outlay		
<b>Total Office</b>		<b>95,000.00</b>

**Pumping**

Personal Services	-	
General Operating		
Capital Outlay	-	
<b>Total Pumping</b>		<b>-</b>

**Line Construction**

Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Line Construction</b>		<b>-</b>

**Automotive Equipment**

Personal Services	-	
General Operating	-	
Capital Outlay	-	
<b>Total Automotive Equipment</b>		<b>-</b>

**Lands & Buildings**

Personal Services	-	
General Operating		
Capital Outlay		
<b>Total Lands &amp; Buildings</b>		<b>-</b>

**Other**

Personal Services	-	
General Operating		
Capital Outlay		
<b>Total Other Equipment</b>		<b>-</b>

**Other Uses of Funds**

Transfers	200,000.00	
Principal	6,000.00	
Interest	52,000.00	
Other Uses & Capital Outlay	200.00	
<b>Total Other Uses Fund</b>		<b>258,200.00</b>

**Total for Sewer Fund Appropriations**

Program V - Basic Utility Services

**353,200.00**

**OWDA DEBT SERVICE FUND**

**PROGRAM V - BASIC UTILITY SERVICES**

Redemption of Principal	4,000.00	
Interest Paid	4,000.00	
Other Debt Service (Specify)	-	
<b>Total for OWDA Debt Service Fund Appropriations</b>		<b>8,000.00</b>

**8,000.00**

**UTILITIES DEPOSITS FUND**

PROGRAM V - BASIC UTILITY SERVICES

Deposits Refunded	_____	
Deposits Applied	_____	-
Other Uses of Funds	_____	-
Total for Utilities Deposits Fund Appropriation		<u>0.00</u>
Program VI - Basic Utility Services		

GRAND TOTAL ENTERPRISE FUNDS APPROPRIATIONS 434,200.00

SECTION 8. That there be appropriated from the INTERNAL SERVICE FUND:

SECTION 9. That there be appropriated from the TRUST AND AGENCY FUNDS.

Building Standards Agency Fund

PROGRAM VII - GENERAL GOVERNMENT

Other Uses	_____	-
Total Other Building Standard Agency Fund		<u>-</u>

JEDD and JEDZ Agency Fund

PROGRAM VII - GENERAL GOVERNMENT

General Operating	_____	466,700.00
Other Uses	_____	(466,700.00)
Total Other Brimley Agency Fund		<u>-</u>

GRAND TOTAL TRUST AND AGENCY FUNDS APPROPRIATIONS -

SECTION 10. That there be appropriated from the SPECIAL ASSESSMENT FUNDS.

Special Assessment Bond Retirement Fund

PROGRAM V - BASIC UTILITY SERVICES

Redemption of Principal	_____	
Interest Paid	_____	
Other (Specify)	_____	-
Total for Special Assessment Bond Retirement Fund Appropriations		<u>0.00</u>

GRAND TOTAL SPECIAL ASSESSMENT FUNDS APPROPRIATIONS 0.00

TOTAL ALL AMENDED APPROPRIATIONS 841,717.00

SECTION 6. This ordinance shall take effect at the earliest period allowed by law.  
PASSED: December 18, 2018 AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Donald L. Atkinson

\_\_\_\_\_  
Susan M. Miller, Clerk of Council

**ORDINANCE NO. 17-2020**

**AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO TAKE THE NECESSARY STEPS TO PURCHASE A CERTAIN PARCEL OF REAL ESTATE, AND DECLARING AN EMERGENCY**

**WHEREAS**, there exists within the Village of Whitehouse, Lucas County, Ohio, a certain parcel of real estate located at 10915 St. Louis St., Whitehouse, Ohio; and

**WHEREAS**, the owner of that parcel, the Lucas County Land Bank, has offered to sell the parcel to the Village of Whitehouse; and

**WHEREAS**, Council finds that it would be in the best interests for the Village of Whitehouse to acquire the parcel of real estate.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, THREE-FOURTHS (3/4) OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:**

**Section 1.** Council authorizes the Village Administrator to take the steps necessary to purchase the parcel of real estate described above for the purchase price of Seventeen Thousand, Nine Hundred Dollars (\$17,900.00) and to execute a Real Estate Purchase Contract for the acquisition, which Contract is attached hereto.

**Section 2.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted at open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with legal requirements as set forth by Village Charter.

**Section 3.** This Ordinance is hereby declared to be an Emergency Measure necessary for the immediate preservation of the public peace, health, and safety; and for the further reason that this Ordinance is deemed necessary to comply with the provisions set forth in the Purchase Agreement.

WHEREFORE, this Ordinance shall take effect and be in full force immediately upon its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

FINAL VOTE ON THE MEASURE: Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

EFFECTIVE DATE OF THIS ORDINANCE: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Duly Appointed Clerk of Council

\_\_\_\_\_  
Kevin A. Heban, Solicitor



**Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_**

***Please acknowledge the accuracy of the information below by  
initialing the boxes next to each section.***

**I. Use of the Property**

Purchaser represents that it intends to demolish the structure on the Property, maintain the Property following demolition, and to redevelop the Property for public parking to support businesses in Whitehouse, Ohio, consistent with the Village of Whitehouse Parking Study (the "Parking Study"), incorporated into this Agreement and attached as Exhibit A.

**II. Development Plan and Timeline**

Purchaser will redevelop the Property for public parking consistent with the Parking Study, attached as Exhibit A. Purchaser expects demolition work to be completed within six (6) months from the date of closing, and for development work to be completed within two (2) years from the date of closing.

**III. Availability of Funding**

Purchaser is the municipal corporation in which the Property is located. Purchaser represents that it has or is in the process of assembling the funding to complete the demolition and development work on the Property.

***Please provide any additional information or documentation relevant to  
Purchaser's ownership and use of the Property.***

**Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_**

**PROPERTY**

10915 St. Louis Avenue, Whitehouse, Ohio 43571 (Parcel # 98-10857)

Street Address City Zip Parcel

**Lucas County Land Bank  
REAL ESTATE PURCHASE AGREEMENT**

1. **OFFER.** The undersigned purchaser(s) ("Purchaser") offers to buy from the Lucas County Land Reutilization Corporation ("Seller") the property described above ("Property") on the terms contained in this offer ("Offer"). Upon delivery of the executed acceptance ("Acceptance"), this Offer will become a legally binding contract ("Agreement"). This Agreement incorporates all pages labeled "Contract to Purchase Land for Development (ver 202008)" whether they precede or follow this paragraph.
2. **PRICE.** The Purchase Price will be **\$17,900.00** payable at Closing in cash, certified funds, or wire transfer in immediately available funds.
3. **EARNEST MONEY.** Seller does not request and Purchaser will not pay any earnest money as part of this Agreement.
4. **FINANCING AND APPRAISAL.** This Agreement is not conditioned upon Purchaser securing financing or an appraisal, unless otherwise noted by separate written agreement of the parties. Purchaser must present evidence of liquid funding to the satisfaction of Seller as a condition of closing.
5. **CLOSING AND POSSESSION.** Closing will be held on or before a date mutually agreeable to the parties and as soon as Purchaser has met, to the satisfaction of Seller, all conditions to closing in this Agreement. Notwithstanding the foregoing, closing must occur within 30 days from the date of this Agreement unless extended by written consent of the parties. Possession will be granted at closing, subject to the rights of tenants, if any, as disclosed in writing separately by Seller.
6. **INSPECTIONS.** Purchaser acknowledges that Purchaser has had sufficient time and access to the Property in order to obtain inspections of the Property prior to entering into this Agreement and no inspection extension will be granted after Acceptance unless by written consent of Seller. Purchaser will be responsible for any damage to the Property caused by Purchaser or Purchaser's inspectors or contractors during any inspections. Purchaser may make a final "walk over" of the Property within three days prior to closing. Purchaser must provide a written new construction plan to the satisfaction of Seller as a condition of closing.
7. **PROPERTY INSURANCE; RISK OF LOSS.** Seller may, but will not be required to, maintain insurance on the Property until closing. If any buildings or other improvements on the Property are materially damaged or destroyed by reason of fire or other casualty prior to closing, this Agreement will terminate without further obligation of the parties and Purchaser will not be entitled to proceeds of any insurance payable in connection with Seller's loss of the Property. Purchaser acknowledges that insurance is the sole responsibility of Purchaser following closing and possession, and Seller bears no responsibility for loss to Purchaser resulting from the lack of insurance.
8. **SPECIAL FLOOD HAZARD AREA.** Purchaser acknowledges that an inspection to determine if the Property is in a Special Flood Hazard Area, as determined by the current flood maps by the Federal Emergency Management Agency, is the sole responsibility of Purchaser, and Seller bears no responsibility for loss to Purchaser resulting from the lack of flood insurance, if so required.
9. **CONDITION OF PROPERTY.** The Property includes the land and all appurtenant rights, privileges, and easements, and all buildings and fixtures as are NOW on the Property without limitation. The Property is being sold AS IS, WHERE IS, AND WITH ALL FAULTS, and Purchaser accepts the Property in such condition. Purchaser acknowledges that the condition of the Property may include both patent and latent defects and without limitation: buried materials that interfere with basement or below grade construction or structural instability.

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

10. **ENVIRONMENTAL HAZARDS.** Seller makes no representations whatsoever regarding the existing of any potential environmental hazards in or around the Property, and Purchaser waives any claims against Seller for any harmful effects arising from the Property. These potential environmental hazards include without limitation: lead based paint, asbestos, urea-formaldehyde foam insulation, radon gas, mold or black mold, mercury, or any other potentially toxic substances.
11. **DEED.** Seller will convey title in the Property to Purchaser in fee simple by limited warranty deed.
12. **PROPERTY TAXES AND CLOSING COSTS.** Seller represents that the Property is exempt from ad valorem property taxation, conveyance fees, and recording fees under Ohio law while owned or transferred by Seller, and Seller will neither pay nor prorate any taxes or fees against the Property at closing. Seller will pay the transfer entry fee mandated by Ohio law for the Property. The tax exempt status of the Property will continue following closing for the remainder of the calendar year in which the Property is sold. The Property will be restored to taxable status on January 1 of the year following the year in which the Property is sold. To the extent provided for by law, Purchaser will be responsible for all taxes due and payable against the Property following closing.
13. **TITLE.** Purchaser may obtain a commitment for an ALTA Owner's Policy of Title Insurance at its sole cost and at its sole discretion. If title evidence reveals any other title defects, Seller will have thirty days after demand by Purchaser to remove such defects and closing will be delayed accordingly. If Seller is unable or unwilling to remove the defects, Purchaser may accept title subject to such defects or may terminate this Agreement as provided for in this Agreement. At Purchaser's sole discretion, the title and escrow company identified below ("Title Company") will serve as the title examiner and closing agent under this Agreement. If Purchaser declines to close through a title company, closing may be conducted remotely, at Seller's offices, or at a location agreed to by the parties.

**Purchaser declines to close through a title company**

or

**Purchaser selects the following Title Company:** \_\_\_\_\_

14. **DEVELOPMENT OBLIGATIONS.** Purchaser agrees to demolish the structure on the Premises within one hundred eighty (180) days from the date of closing. Purchaser further agrees to develop the Property into public parking consistent with the Parking Plan within two (2) years from the date of closing. Purchaser agrees to comply with all federal, state, and local ordinances and regulations in the course of undertaking demolition and development work to the Property.
15. **LOCAL, STATE, AND FEDERAL OBLIGATIONS.** Purchaser acknowledges that the Property, the development work undertaken, or the particular use of the Property by Purchaser may be subject to local, state, and federal obligations, including without limitation: historic regulation, lead-safe compliance, or existing building, housing, health, or safety code orders, and Purchaser will comply with, satisfy, or resolve such obligations, as applicable, under this Agreement.
16. **BROKERAGE DISCLAIMER.** Purchaser and Seller acknowledge that no broker or agent involved in this transaction has made any representations concerning the Property upon which Purchaser or Seller has relied. Brokers are expressly authorized to provide information to third parties concerning any Seller concessions or other consideration that is a part of this Agreement but not reflected in the Purchase Price.
17. **PROPERTY MAINTENANCE AND UTILITIES.** Seller will maintain the Property in its current condition as practicable as possible pending closing. Seller will pay for all utilities to date of transfer of possession, if any, and will notify Purchaser of the date for final readings in order to assist Purchaser with such utility transfers.
18. **TERMINATION; SURVIVABILITY.** Seller or Purchaser may terminate this Agreement prior to closing with two days written notice to the other party for good cause shown. Good cause includes, without limitation, Purchaser's unwillingness or inability to honor the terms of the Agreement or Seller's good faith belief that Purchaser will be unable to honor the terms of the Agreement. This Agreement will survive and remain in

**Purchaser's Initials** \_\_\_\_\_ **Seller's Initials** \_\_\_\_\_

full effect following transfer of title from Seller to Purchaser and until all obligations of Purchaser made to Seller are satisfied.

- 19. **GENERAL PROVISIONS.** The following provisions apply to all paragraphs of this Agreement: (a) upon Acceptance, this Agreement will be binding upon each of the parties and their respective heirs, legal representatives, successors, and assigns; (b) this Agreement may not be assigned by Purchaser without the prior written consent of Seller; (c) this Agreement will be governed by and interpreted under the laws of the State of Ohio; (d) time is of the essence in the interpretation and implementation of this Agreement; (e) by signing this Agreement, Purchaser and Seller each represent that they are of legal age and capacity and have all requisite authority to enter into this Agreement; (f) this Agreement may be executed in counterparts, each of which will constitute an original; (g) this Agreement may be executed by the parties, or either of them, by electronic signature; (h) any notices required by this Agreement will be in writing and delivered by any customary means and will be deemed given by actual receipt or two days after delivery, whichever comes first; (i) receipt of any notice required by this Agreement by Purchaser's agent will be deemed receipt of the notice by that party; (j) "days" means calendar days; and (k) this Agreement contains the entire agreement between the parties and there are no agreements, representations, or warranties, oral or written, which are not set forth in this Agreement itself.
- 20. **ATTORNEY REVIEW.** This Agreement is subject to rescission in writing by Purchaser and Seller after review by their respective attorneys within three days after Acceptance (excluding Saturdays, Sundays, and federal holidays). **FAILURE TO RESCIND WITHIN SUCH PERIOD WILL CONSTITUTE A WAIVER OF THE RIGHT OF RESCISSION.**
- 21. **ADDITIONAL TERMS.** Any additional terms to this Agreement must be provided below, or attached as a separate writing that references the Property and the parties, and be signed and dated by both parties to be effective.

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**By: Donald Lee Atkinson, Mayor**  
**Village of Whitehouse, Ohio**

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**By: David Mann, President & CEO**  
**Lucas County Land Reutilization Corporation**

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**Date**

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**Date**

**ANY CHANGES TO ORIGINAL OFFER OR THIS PRINTED AGREEMENT MUST BE INITIALED BY SELLER AND PURCHASER TO BE EFFECTIVE.**

**Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_**

## **RESOLUTION NO. 19-2020**

### **A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, TO TRANSFER CERTAIN FUNDS FOR VILLAGE ACCOUNTING PURPOSES; FORMAL VERIFICATION OF SAID TRANSFER AND DECLARING AN EMERGENCY.**

WHEREAS, it is the recommendation of the Administrator, of the Village of Whitehouse, Lucas County, Ohio, that the Village administratively transfer certain funds between duly established accounts within the Village of Whitehouse, Lucas County, Ohio, accounting system; and

WHEREAS, this Council is desirous of implementing said transfers and hereby approving same:

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, three-fourths (3/4) of all members elected thereto concurring:

SECTION I: That the Administrator of the Village of Whitehouse, Lucas County, Ohio, is hereby duly authorized and directed to complete and enter upon the accounting records of the Village of Whitehouse, Lucas County, Ohio, the following funds transfers:

AS ATTACHED IN EXHIBIT A HERETO.

SECTION II: It is hereby found and determined that all formal actions with respect to said accounting fund transfers were adopted pursuant to this Resolution in an open meeting of this Council, with full disclosure and approval herein, and the deliberations of this Council and any of its committees that resulted in such fund transfer action were in compliance with all legal requirements as required by Village Charter.

SECTION III: This Resolution is hereby declared to be an EMERGENCY MEASURE necessary for the immediate preservation of the public peace, health and safety of said Village and its inhabitant, and for the further reason that this Resolution is necessary to provide orderly transfer documentation as to the accounting records of the Village of Whitehouse, Lucas County, Ohio; in order that necessary funding for said accounts indicated herein can be completed.

WHEREFORE, this Resolution shall take effect and be in full force immediately upon its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Adopted and effective September 1, 2020 as an EMERGENCY MEASURE

\_\_\_\_\_  
Donald L. Atkinson, Mayor

ATTEST:

\_\_\_\_\_  
Susan M. Miller, Clerk of Council

**EXHIBIT A**  
**September 1, 2020**  
**Transfers**

<b>FROM</b>	<b>AMOUNT</b>	<b>TO</b>
Income Tax A	\$30,000.00	Streetscaping (4205)
Income Tax A	\$500.00	Fronk/Gilead Alley (4210)
Income Tax A	\$12,690.00	Crack Seal (4906)
General Fund (1000)	\$180,000.00	Life Squad (2901)
Sewer Fund (5201)	\$30,000.00	Field & Finzel PS (4102)
Sewer Fund (5201)	\$130,000.00	Wabash Inter Sewer(4104)
Water Fund (5101)	\$8,936.49	OWDA Fund (5721)
Income Tax B	\$466,463.68	General Fund (1000)



for 6/29/18 at 1:00 pm. Bids rejected, will rebid soon. Project rebid with a bid opening scheduled for January. Bid awarded to B&J Concrete Construction. Completed. Some punch list items remain for Spring. Completing punch list items. Completed

2. **Downtown Streetscape Phase 3** – Providence St. from Maumee St. to Shepler Ave. – Plans in Engineering. Council reviewing plans on parking & extent of improvements. Postponed until 2022.
3. **Weckerly Rd. & Finzel Signalization** – In engineering with Poggemeyer Design Group. Out to bid for June 7<sup>th</sup> bid opening. Awarded to U.S. Utility Contractor Co., Inc. for \$173,231.04. 50% completed. Waiting on pole manufacturer. New estimated delivery of 10/2020.

## WATER

09-01-20

1. **Elevated Storage Study** – Contracted with Poggemeyer Design Group to evaluate water distribution needs for future elevated water storage.

## WASTE WATER

05-28-20

1. **Sanitary Sewer Trunk Main** –Working with Jones & Henry Engineering on the installation of a sanitary sewer trunk main to be constructed to replace current force mains and sewage pumping stations which are nearing the end of their useful life and needing replaced. Wrapping up plans to submit to OEPA. Easement acquisitions underway.

## STORM SEWER

02-18-20

1. Staff working with Lucas County Engineer to move forward petition process for the maintenance of Swan Creek to include all of the Swan Creek Watershed west of I-475 in Lucas County.

## SANITATION

## MISCELLANEOUS

06-16-20

1. **Building Permits:** 12 new homes as of 08/27/20.

06-16-20

2. **Public Works:**
  1. Tree trimming
  2. Summer Operations
  3. Veteran's Memorial Park Fence

## Boards and Commissions

A. Board of Zoning Appeals

1. Pending approval of June 3, 2020, meeting minutes

- B. Charter Revision Commission
  - 1. Pending approval of March 10, 2020 meeting minutes
  
- C. Fire Dependency Board
  - 1. Pending approval of January 29, 2020 meeting minutes
  
- D. Planning Commission
  - 1. Pending approval of June 1, 2020 meeting minutes
  
- E. Records Commission
  - 1. Pending approval of June 2, 2020, meeting minutes
  - 2. Pending 2021 Reorganization Meeting
  - 3. Pending Review of Records Set for Destruction in 2021
  - 4. Pending Review of Records Policies
  
- F. Tree Commission
  - 1. Pending approval of August 27, 2020 meeting minutes
  - 2. Pending Tree Inventory

**Council Committee of the Whole**

- A. Economic Development
  - 1. Pending Monitoring of Economic Development Plan (ongoing)
  
- B. Finance, Audit & Investment
  
- C. Franchise, Lands & Buildings
  
- D. Parks & Recreation
  - 1. Completion of Veterans Memorial Park
  - 2. Completion of Waterville Street Multi-Use Trail (Phase II)
  - 3. Pending review of implementation of projects in Whitehouse Park
  
- E. Public Services Committee
  - 1. Pending Discussion of New Downtown Traffic Signage (fall)
  - 2. Pending Discussion of Looping Water Lines via Stiles Road.
  
- F. Personnel & Safety
  
- G. General
  - 1. Pending review of Council project list

Note: If you wish to place an item on the Agenda, please let me know.

REQUEST	FROM	DATE	ACTION	Status
Community Center	LA/RCK	10/24/2017	staff exploring conceptual options	Open
Develop packet to assist new businesses with code compliance	LA	10/24/2017	staff to draft option in Spring 2020	Open
Posts for dog leash ties	LA	10/24/2017		
Extend Indianapolis St to Soccer Field	BM	10/24/2017		
Require No Parking on Toledo St	BM	10/24/2017		
Consider 2 Hour Parking in areas of Downtown	BM	10/24/2017	Downtown parking is being reviewed	Open
Install sidewalks and more streetlights on Field	BM	10/24/2017		
Pave apron and driveway to recycling center including neighbor's driveway	BM	10/24/2017		
Consider restoring lights in park ball fields	BM	10/24/2017		
Consider traffic signal at Waterville & Providence	MC	10/24/2017		
Build multi-use path on South side of SR 64	MC	10/24/2017		
Build and maintain swimming pool or splash pad	RCK	10/24/2017		
Outdoor amphitheatre	RCK	10/24/2017		
Prepare Citizens for Cityhood	RCK	10/24/2017		
Take care in residential development to preserve open green space	RCK	10/24/2017		
Work with organization like YMCA to build indoor recreation center	RCK	10/24/2017		
Add Parks and Recreation Committee/Commission with resident involvement	RCK	10/24/2017		
Disc golf	MC		staff cheking into, working to determine best location-meeting with interested parties- Some of requested area in MetroParks. Checking to see if permissible - Metroparks denied use of park ground	

Maumee Street has dips where asphalt was cut out, could it be repaired	LA	8/7/2018	Steve will check it. Paving patches from catch basin repair, will be patched this fall-Patching with asphalt-Scheduling patch work	
Specify in code the minimum size of new street trees planted	RCK	4/4/2017	Set for a future COW meeting. Admin will request Tree Commission to update ordinance to include minimum size. Est. as 1.5" diameter	
Lighting in the Roundabout	BM	1/15/2019		
Alley behind Whitehouse Inn	BM	1/15/2019	On Capital Projects List - Postponed-2021	Scheduled
Additional lighting on the Multi Use Path	MC	1/15/2019	Researching costs - Solar & Poggemeyer Design Group- Lights have been ordered. Toledo Edison installed street lights	Completed
Handicap accessibility at the open shelter house near the small quarry	All	2/12/2019	Look into sidewalk options	Open
Splash Pad pricing	MC	3/5/2019	Reviewing and gathering budget amount. (Part of streetscaping phase 3 proposal)	Open
Fence behind Veteran's MP	BM	4/16/2019	Presenting design options at June 11, 2019 Committee of the Whole meeting - 2021	Open
Look at bids for repairing caboose	BM	4/16/2019	Have bid to paint - red only - Paint & Retaining wall improvements - COW meeting	Open
Consideration of Dog Park at Committee of the Whole Meeting	MC	4/16/2019	Scheduled for Spring C.O.W. meeting	Open
Regular sewer line clean out program	MC	4/16/2019	proceeding with annual sewer flushing maintenance	Open
Permanent Sound System for the Pavilion	RCK	10/15/19		
Allow for Chickens	MC	10/15/19		
Donation Bins	MC/RB	10/15/19	Ongoing monitoring	Open
Annual Employee Outing	MC	10/15/19		
Pool	MC	10/15/19		
Flowers on Poles	MC	10/15/19		
Codes to Scan around town	MC	10/15/19		
New Play Structures for older youth	RCK	10/15/19		
Meet Neighbor Gatherings	RCK	10/15/19		
Experience Whitehouse	RCK	10/15/19		
Water Rec Program	RB	10/15/19		
Bucher Rd Ditch	RB	10/15/19	Will address at 1/14/20 C.O.W. meeting	Open
Lodge	LA	10/15/19	staff exploring conceptual options	Open

