



July 31, 2026

WHITEHOUSE COUNCIL AGENDA

August 4, 2026

6:30 P.M.

The Whitehouse Village Council is encouraging citizens to consider accessing public meetings remotely. You may also access the meeting online by going to the Village website at www.whitehouseoh.gov and clicking on the link from the home page. Please make sure you mute your microphone.

Notice is hereby given that the Whitehouse Village Council will meet on Tuesday, August 4, 2026, at 6:30 PM. The meeting will be held in Council Chambers, Village Hall, 6925 Providence St., Whitehouse, Ohio

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 citizens' 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 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: Sr. Cheryl Darr, Lial
- IV. Pledge of Allegiance
- V. Adoption of Minutes of the July 7, 2026, Council Meeting
- VI. Adoption of Bills Dated July 31, 2026, the Addendum bills dated August 4, 2026, and the May 2026 Financial Statements
- VII. Introduction of Persons to Appear Before Council
- VIII. Committee Reports
 - A. Report on the July 16, 2026 Tree Commission Meeting
- IX. Report of the Mayor
- X. Report of the Clerk of Council
- XI. Report of the Municipal Administrator
 - A. Request Authorization for Legislation Authorizing the Administration to Take the Necessary Steps to Sell a Certain Parcel of Real Estate

- B. Request Authorization for Legislation Authorizing Administration to Take the Necessary Steps to Purchase a Certain Parcel of Real Estate
- C. Legislation Substituting the Site Plan Approved by the Planning Commission of Whitehouse with a New Site Plan
- D. Legislation Voiding the Site Plan Approved by the Planning Commission of Whitehouse.
- E. Request Authorization for Legislation Amending the Vacation Policy and Accruals Thereunder
- F. Request Authorization for Legislation Amending the Pay Classifications and Benefit Steps for Employees of the Village of Whitehouse, Repealing Ordinance No. 20-2025
- G. Request Authorization for Legislation Amending the Discretionary Time / Compensatory Time / Rounds Credit Policy for the Village of Whitehouse, Repealing Ordinance No. 19-2025
- H. Request Authorization for Legislation Authorizing the Administrator to Purchase a 2026 Ford F550 4x4 Braun Select Ambulance for the Use by the Fire Department for the Village of Whitehouse, Lucas County, Ohio
- I. Operations Report Summary

- XII. Report of the Law Director

- XIII. Report of the Department Heads

- XIV. Citizen Comments on Agenda Items

- XV. Ordinances
 - A. **Ordinance 09-2026:** Authorizing the Administration to Take the Necessary Steps to Sell a Certain Parcel of Real Estate
 - B. **Ordinance 10-2026:** Authorizing Administration to Take the Necessary Steps to Purchase a Certain Parcel of Real Estate
 - C. **Ordinance 11-2026:** Substituting the Site Plan Approved by the Planning Commission of Whitehouse with a New Site Plan
 - D. **Ordinance 12-2026:** Voiding the Site Plan Approved by the Planning Commission of Whitehouse.
 - E. **Ordinance 13-2026:** Amending the Vacation Policy and Accruals Thereunder
 - F. **Ordinance 14-2026:** Amending the Pay Classifications and Benefit Steps for Employees of the Village of Whitehouse, Repealing Ordinance No. 20-2025
 - G. **Ordinance 15-2026:** Amending the Discretionary Time / Compensatory Time / Rounds Credit Policy for the Village of Whitehouse, Repealing Ordinance No. 19-2025

- XVI. Resolutions
 - A. **Resolution 10-2026:** Determining that Certain Miscellaneous Personal Property Owned by the Village of Whitehouse, Lucas County, Ohio is of No Further Use to the Village and is Hereby Determined to be Surplus Property and to be Disposed of Pursuant to Law (Second Reading)
 - B. **Resolution 11-2026:** Authorizing the Administrator to Purchase a 2026 Ford F550 4x4 Braun Select Ambulance for the Use by the Fire Department for the Village of Whitehouse, Lucas County, Ohio

- XVII. Council Comments

- XVIII. Citizen Comments

- XIX. Adjournment

CALL TO ORDER – ROLL CALL – PRAYER – PLEDGE OF ALLEGIANCE

Meeting called to order at 6:31pm by Mayor Rich Bingham.

Council Members Present: Dave Riggensbach, Carrie Tuohy, Steve Fine and Larry Yunker

Council Members Absent: Louann Artiaga, Joe Bublick – excused by Mayor Bingham

Staff Present: Municipal Administrator Jordan Daugherty, Solicitor Kevin Heban, Police Chief Allan Baer, Fire Chief Jason Francis, Public Works Director Mike Hill and Clerk of Council Nicole Hartbarger

Guests Present: Jeff Heaney, Jim Szczerbiak, Charlie Grass, Lane Williamson, Karen Gerhardinger, Tim Tuohy

Council Prayer was given by Administrator Jordan Daugherty

Mayor Bingham requests an executive session following citizen comments pertaining to ORC 121.22(G)(2) and 121.22(G)(2).

Motion by Councilman Riggensbach, seconded by Councilwoman Tuohy to approve the minutes of the June 2nd, 2026, council meeting. 4 ayes

Motion by Councilman Riggensbach, seconded by Councilman Yunker to approve the bills totaling \$98,012.39 dated July 2nd, 2026, the Addendum bills totaling \$808,840.91 dated July 7th, 2026 and the April 2026 Financial Statements. 4 ayes

PERSONS TO APPEAR BEFORE COUNCIL

Mayor Bingham asks for anyone scheduled to appear before Council. There were none.

COMMITTEE REPORTS

Mayor Bingham asked if there are any committee reports to share.

Report on the Fallen Timbers Union Cemetery District Meeting

Yunker shares that the group met on June 15th, 2026, 5:30pm at Wakeman Cemetery. Financial report included revenue of \$4,559.20, expenses of \$20,950.10 and a cash balance of \$533,049.87; financial reserves are strong. Operations and maintenance report included that 15 foundations are on order to be completed in June. Weekly lawn maintenance continues at all cemeteries. Proudfoot Engineering and City of Waterville working to figure out bettering drainage at Wakeman. Some storm damaged trees, All Seasons Tree Care to work on some of the more hazardous trees. Frank Kaiser was introduced to the board; he has exceeded expectations so far. Yunker shares the board heard about Memorial Day celebrations, more than 350 people attended Wakeman. The next meeting is August 17th.

Report on the June 9th, 2026 Committee of the Whole Meeting

Fine shares that several topics were discussed.

Potential ordinance reviewed with replacement of Mayor, relating to Council President filling in as Mayor and how things can happen after this situation. Discussed malfeasance and misfeasance with this topic. The committee discussed potential murals for the downtown area. Artiaga talking to AW Arts group to help organize applications and possible competitions. Daugherty has been in contact with a well-known artist in the area who has done several other local projects. The group discussed building community leaders especially with enacted term limits. Ideas included reaching out to high school civics classes, suggestion of a session to educate residents on what it means to be a Councilperson. More discussion to come. Daugherty shared that he has been meeting with staff to review the open workload since Hartbarger left. Gathering information and strategizing with staff and leadership is ongoing.

Report on the June 10th, 2026 and June 23rd, 2026 SOPEC Meetings

Fine shares that the small group met on both June 10 and June 23. Discussed priorities and metrics for planning. Competitive energy value, energy burden reduction, asset ownership, applying for grants, communications, etc.

Report on the June 17th, 2026 Lake Erie West Meeting

Fine shares that the group approved changes to regional transportation plan. Created committee to review grant applications. Reviewed transportation plans including biking, walking, etc.

Report on the June 25th, 2026 Tree Commission Meeting

Fine reported that Village workers are doing young tree training. About 63 trees are in line to be trimmed. The group had a visit from America In Boom – where Whitehouse received national recognition last year. They visit to learn what is going on in communities and provide ideas. Tree inventory being updated, 1/3 of Village each year is reviewed. Discussed storyboards in Village Park. Question came up about Parks Planning Commission, Fine gave update that more will be discussed late summer. There is now a tick box in front of Village Hall, remove a tick and it can be placed in this box for Lucas County Sanitation District to pick up and test for Lyme disease, etc.

Report on the July 6th, 2026 Planning Commission Meeting

Daugherty reports that there were two main action items. First, the Commission discussed the Country Meadows South preliminary plat. Charlie Grass provided plat for everyone to see including sidewalks, discussed precedence for doing or not doing things. Reviewed line items in staff report, lot lines, storm water strict EPA calculations. Discussed corner lot definition; the Commission voted unanimously to approve the variance. Bulk of discussion was on variance needed for front widths for R2; 10 out of the 21 plots are below 90ft but above 81ft. A motion was made to approve the variances as requested, this passed 3-2; has been approved with the variances. Secondly, the Commission reviewed the revised

preliminary plan for Whitehouse Square Townhomes. They are asking for variances for several items, all minor in nature. Discussion was that it did enhance for the public good. All variances requested for Whitehouse Square Townhomes passed in favor.

Fine asks for discussion on the results of this meeting. Fine brings up that R2 was decided to be an acceptable compromise and was approved by Council. Does not feel that approval of variance on 47 lots stays in line with the approval of the R2; comments he does not understand the many variances. Tuohy comments that a compromise was set – feels if keep asking for variances the developer will continue to get these approved. Yunker asks about Council's options. Heban comments Council can address the Planning Commission's recommendations – he has never seen in 40 years this situation go back to Planning Commission, needs to see if Council rejects plat if it goes back or to reject the variance approval. Heban reminds all this is working with the TIF, there are moving parts with bridge being put in, etc. Heban will have to review the exact process; suggests action should be taken sooner rather than later. Heban confirms if the issue is with the fact that 49% of lots asking for variance, Council confirms yes. Tuohy comments corner lot variances seem reasonable. Riggenbach shares that at the meeting it was discussed lot lines should line up with other neighborhood – Tuohy, Yunker comment this is unreasonable. Daugherty shares he is concerned about hanging on to the 49%, there is no precedent for doing anything with a situation like this; he is asking what the ultimate challenge of this plat from Council's perspective is. Heban comments if litigation comes through from this topic the court could order an R3 which was the original ask that Council did not approve.

Motion by Councilwoman Tuohy, seconded by Councilman Yunker to authorize legislation for next Council meeting to reject the Planning Commission variance approvals. 3 ayes, 1 nay

Tuohy suggesting allowing variance on 30% of lots instead of 49%, referring to the 80 foot variance request. Tuohy confirms her main concern is the idea of density. Fine comments are two types of density, size of lot and then how things look driving down the street i.e. how close the houses are together.

Lane Williamson - 1 Seagate, 24th floor – attorney representing developer Charlie Grass, disagrees respectfully with the notion that Council can reject any approvals made by the Planning Commission. Not opposed to talking and will convene with Heban. His objection is for the record. Heban will communicate with Williamson, will have legislation or answer for next Council meeting. Heban states Council is doing a great job; their job is to legislate and control money, legislated that Planning Commission makes this recommendation. Argument will be an administrative function not legislative from Council. Fine shares a special meeting can be had if needed to continue this.

REPORT OF THE MAYOR

Appointment of Tree Commission Member Rick Hathaway

Mayor Bingham appointed 19-year-old BGSU college student Rick Hathaway to the Tree Commission. Hathaway is studying to be an arborist. The interest in this open Tree Commission spot came from the recent advertising of open community positions.

Motion by Councilwoman Tuohy, seconded by Councilman Fine to appoint resident Rick Hathaway to the Tree Commission. 4 ayes

Summer concert series is on Thursday, July 16th and the last for the summer. Safety Town graduation was June 26 – lots in attendance. Founders' Day on July 2nd went well. Ice cream with Mayor, Council and Department Heads is scheduled for August 15th at the Whitehouse Park gazebo. New pharmacy opened yesterday. Daugherty and Mayor met with owners last Thursday, have successful pharmacies throughout NW Ohio. Mayor Bingham would like to recognize Bea Ludwig on her 90th birthday, July 12 birthday party at the shelter house, past Council member. Mayor Bingham shares about the passing of Bryan Lauer who served the community, volunteer police officer and fire dept, condolences to wife Diane and daughters Katie and Jessie. Mayor appreciates all Lauer accomplished for the Village.

REPORT OF THE CLERK OF COUNCIL

Mayor Bingham asked for any items to report from Clerk of Council Hartbarger. There were none.

REPORT OF THE MUNICIPAL ADMINISTRATOR

Mayor Bingham asks Administrator Daugherty for any items to share.

Request Authorization for Legislation Accepting the Following Agreement with the Ohio Department of Transportation

Housekeeping for ODOT LET projects. Roundabout on SR-64 and Noward, not our jurisdiction but we have utility lines that need to be moved, expense for next year. Formally to make sure a part of the agreement.

Riggenbach asks to do three readings today. Fine asks about costs for water lines vs sewer lines. Hill comments water lines are in the road right of way, acquired easement for sewer lines.

Motion by Councilman Riggenbach, seconded by Councilwoman Tuohy to authorize legislation for Accepting the Following Agreement with the Ohio Department of Transportation. 4 ayes

Request Authorization for Legislation Determining that Certain Miscellaneous Personal Property Owned by the Village of Whitehouse, Lucas County, Ohio is of No Further Use to the Village and is Hereby Determined to be Surplus Property and to be Disposed of Pursuant to Law

Daugherty comments that this is not urgent, can be pushed to the next meeting. All of Council agrees.

Operations Report Summary

Mayor Bingham asks Daugherty for any items to report. There were none.

REPORT OF THE LAW DIRECTOR

Mayor Bingham asks Solicitor Heban for any items to report. There were none.

REPORT OF THE DEPARTMENT HEADS

Public Works Director Hill shares that new water tower is in full operation. Working out a few kinks but working well so far. Cemetery Road resurfacing is continuing but will be done soon.

Fire Chief Francis shares that he will be on vacation July 10th-20th. Sent through the packet a letter for ambulance purchase, hoping for action to be taken on purchase during August meeting. Have two volunteers starting fire class from July to October. Full timers passed advanced EMT, will get certification, bridge between EMT basic and Paramedic. Destination Whitehouse donated 16x16 brick to the fire dept, will memorialize all past deaths of fire fighters at Veterans Memorial Park.

Police Chief Baer shares that Officer Addison White has resigned, accepted position with Perrysburg. Have offered position to experienced police officer coming from Waterville. Surprise donation of technology from DeweSoft, mobile data centers, keyboards, etc. \$3,366 in value to update keyboards and mounts for all cruisers. Mayor would like to sign thank you letter.

CITIZEN COMMENTS ON AGENDA ITEMS

Mayor Bingham asks for Citizen Comments pertaining to Agenda items. There were none.

ORDINANCES

Mayor Bingham asked Solicitor Kevin Heban for any ordinances to be reviewed or voted on.

A. Ordinance 08-2026: Accepting the Following Agreement with the Ohio Department of Transportation

Motion by Councilwoman Tuohy, seconded by Councilman Fine to approve **Ordinance 08-2026** to be read by title only, as an emergency. 4 ayes

Motion by Councilman Riegenbach, seconded by Councilwoman Tuohy to approve to suspend the rules and have the second and third reading of **Ordinance 08-2026** by title only. 4 Ayes

Motion by Councilwoman Tuohy, seconded by Councilman Yunker to approve **Ordinance 08-2026** by title only, declaring an emergency. 4 Ayes

RESOLUTIONS

Mayor Bingham asked Solicitor Kevin Heban for any resolutions to be reviewed or voted on.

A. Resolution 10-2026: Determining that Certain Miscellaneous Personal Property Owned by the Village of Whitehouse, Lucas County, Ohio is of No Further Use to the Village and is Hereby Determined to be Surplus Property and to be Disposed of Pursuant to Law

Motion by Councilman Riggenschach, seconded by Councilwoman Tuohy to approve **Resolution 10-2026** to be read by title only, as an emergency, first reading. 4 ayes

COUNCIL COMMENTS

Mayor Bingham asks for any Council comments.

Riggenschach comments that Founders Day was fantastic, felt safe and fun. Thanks to staff.

Tuohy comments that the flowers are beautiful as always.

Fine congratulates Hill's department for the water tower completion along with the story that came out on WTOL regarding the flowers.

CITIZEN COMMENTS

Mayor Bingham asks if there are any citizen comments to share.

Jim Szczerbiak - 9871 Julianna: he shares that on May 18th, across from his house, residents were getting sidewalks leveled in back yard, the company left a mess in the street, fluid/oils etc. He contacted Hill and someone showed up quickly from public works to help clean up. Asks if there are rules or laws to require upkeep on vehicles that come in to do work. Gives credit to Hill for taking care of this situation quickly. Szczerbiak asks about the concert series, questions why do they start in May, shares that he left half way through as did a lot of people because it is cold and windy; comments that a lot of others start in June. Daugherty comments that the Village tries to do three concerts, one a month so start in May. Performers must be scheduled well in advance. August is hard with everyone going back to school. Szczerbiak comments they love the music at Cherry Fest – wife and he were concerned with the vendors, noticed over time that vendors get away from making their own items – Mayor comments this is all run by the Chamber not the Village. Szczerbiak comments that the website indicated there was a meeting on June 16th when there wasn't, suggests a notice on the door. Szczerbiak shares that he lives on Juliana, back of houses are on Dutch; vehicles on Dutch from Finzel tend to speed up heavily. Brings up topic of e-bikes; Baer comments Police Department and schools are doing everything they can.

Jeff Heany – 11250 Centerville St: commends all of Council for being at Planning Commission meeting last night, shows that all do care. Comments that variances should exist to eliminate anomalies that make a lot unbuildable. Feels variances should be case by case or lot by lot, not 49% of a plat as is presented. Biggest issue with whole development is density, feels if it is only two houses, then they won't be missed. Feels it is the developer's job to extract as much value out of the property as he can, but does have to live up to the R2 designation. Commend all that voted for the rebuttal of the approved variances. Feels the biggest issue is that this – request for variances - is going to continue with all additional plats.

Motion by Councilwoman Tuohy, seconded by Councilman Yunker at 7:47pm to enter into an executive session regarding ORC 121.22(G)(3) conference with attorney for the public body concerning disputes involving the public body that are subject of pending or imminent court action and regarding ORC 121.22(G)(2) to consider the purchase of property for public purposes. 4 ayes

Motion by Councilwoman Tuohy, seconded by Councilman Yunker at 8:41pm to reconvene the Council meeting. 4 ayes

ADJOURNMENT

Motion by Councilwoman Tuohy, seconded by Councilman Riggensbach to adjourn the meeting at 8:41pm. 4 ayes

Duly Appointed Clerk of Council

Mayor

COUNCIL BILLS

7/31/2026

VENDOR		DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
Fisher Auto Parts		Maintenance	\$382.50	\$755.47	Supplies
Fisher Auto Parts		Police	\$372.97		Supplies
Independence Health Employer Svs.		Lucas County ALS	\$94.00	\$366.00	Testing
Independence Health Employer Svs.		Police	\$221.00		Testing
Independence Health Employer Svs.		Sewer	\$25.00		Testing
Independence Health Employer Svs.		Water	\$26.00		Testing
Johnson Controls Security Solutions		Maintenance	\$949.83	\$949.83	Quarterly Alarm Fee
PNC	Marathon	Administration	\$59.96		Fuel
PNC	Marathon	Administration	\$65.45		Fuel
PNC	Marathon	Administration	\$76.16		Fuel
PNC	Adobe	Administration	\$75.41		Software
PNC	Marathon	Administration	\$93.81		Fuel
PNC	Shawn's Irish Tavern	Administration	\$37.46		Meeting
PNC	Red Robin	Administration	\$66.00		Staff Meeting
PNC	USPS	Administration	\$21.25		Certified Letter
PNC	Marathon	Administration	\$95.09		Fuel
PNC	Shawn's Irish Tavern	Administration	\$43.41		Meeting
PNC	Shawn's Irish Tavern	Administration	\$80.79		Staff Meeting
PNC	Sams Club	Police	\$121.52		Supplies
PNC	Marcos Pizza	Police	\$56.26		Safety Town Food
PNC	Dollar General	Fire	\$20.47		Supplies
PNC	CLIA Laboratory	Fire	\$248.00		Renewal
PNC	Office Max/Depot	Fire	\$144.88		Supplies
PNC	Kroger	Fire	\$130.02		Food for Fireworks
PNC	Sams Club	Community	\$532.80		Candy for Cherry Fest
PNC	Horn Lock & Key	Water	\$279.46		Lock Repair
PNC	USPS	Water	\$31.44		Certified Letter
PNC	Sams Club	Community	\$226.80		Candy for Cherry Fest
PNC	USPS	Water	\$10.48		Certified Letter
PNC	Civic Plus	Administration	\$456.17		Record Retention
PNC	Sams Club	Parks	\$87.38		Supplies
PNC	Lowes	Parks	\$334.88		Supplies

VENDOR		DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
PNC	Local Thyme	Parks	\$151.89		AIB Lunch
PNC	Crust	Parks	\$77.24		AIB Lunch
PNC	Staybridge Suites	Streets	\$385.05		AIB Guest Room
PNC	Sams Club	Administration	\$83.80		Supplies
PNC	Staybridge Suites	Streets	\$385.05		AIB Guest Room
PNC	Staybridge Suites	Streets	(\$58.05)		Credit
PNC	Staybridge Suites	Streets	(\$58.05)	\$4,362.28	Credit
Toledo Department of Public Utilities		Water	\$50.00	\$50.00	Water Analysis
Toledo Edison		Street Lights	\$1,351.25		Electric Charges
Toledo Edison		Water	\$291.20	\$1,642.45	Electric Charges
Treasurer of Lucas County		Parks	\$1,788.99	\$1,788.99	Property Taxes
Treasurer State of Ohio		Police	\$3,000.00	\$3,000.00	Annual MDT Fees
			\$12,915.02	\$12,915.02	

Whitehouse Tree Commission
Minutes from July 16, 2026 Meeting

Attendance – Elliot Tramer, Christine Manzey, Laurie Mauro, Angie Boudouris, Diane DeYonker, James Forrest (Staff Representative), Matthew Marria

I. **Call to Order** – Elliot Tramer called the meeting to order at 7:30

II. **Approve Minutes of June 25, 2026 Meeting** – Angie Boudouris motioned to approve, Laurie Mauro seconded, Minutes were approved.

III. Announcements

A. **America in Bloom** - Thank You note – was received and read

B. **Tree Commission Contact list** - was sent, and request for updates was made

IV. Old Business

A. **Growth Award Update** – Necessary points for a Growth Award are minimally met with Tree Inventory, Tree planning, New Tree Commission Members. Additional points will be included for Educational Outreach, Story Boards, and a presentation by Elliot Tramer at RE-TREE Toledo program.

B. **Tree Actions this Month**- James Forrest reported that 74 trees have undergone Young Tree Training, 6 trees were planted, 2 Memorial trees were planted (with one already needing to be replaced), and 3 trees were removed.

C. **Tree Inventory** – Tree Inventory work will resume soon to complete the 3-year work of an entire inventory of the Village. It is possible that next year new streets that have not yet been inventoried could be done. There are a few areas of the Village where street trees were not included when they were developed. Grants are being investigated to help build canopy in those areas.

D. **Forms and Docs** - Elliot Tramer has hard copy maps of the Village and status of the inventory, and an electronic version of the entire inventory, which can be shared with others.

V. New Business

A. **Whitehouse Big Tree Recognition** – The draft of the process was shared and discussed. Additional input of the Village will continue to be sought with hopeful initiation of the event designed to engage residents in a celebration of notable trees in 2027. Revision will be made to the draft with more discussion at future meetings.

B. **Addition of Trees to Village tree lawns without trees** – Angie Boudouris raised the idea of allowing residents to have trees added to their tree lawns if they were willing to pay for the addition of the tree. Angie will begin drafting such a process. This would be one means of enhancing the tree canopy in areas where it is limited.

VI. Other Issues as Appropriate Under Village Charter

- A. **Budget for Tree Commission** – James Forrest noted that there is not a line item in the Village budget for Tree Commission. However, Tree Commission is supported for educational meetings, and some items to assist with conducting tree inventories, etc. It would be helpful for the Tree Commission to develop an annual budget so that such expenses can be better anticipated.
- B. **Young Tree Training** – We have contacted our Urban Forester about a Young Tree Training program and are awaiting a response.
- C. **Next Meeting** – Aug 27, 7:30 PM

VII. Adjournment – Meeting was adjourned at 9:13 PM as motioned by Diane DeYonker

Respectfully submitted,

Laurie Mauro

ORDINANCE NO. 09-2026

**AN ORDINANCE AUTHORIZING THE ADMINISTRATION
TO TAKE THE NECESSARY STEPS TO SELL 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 0 Finzel Road, Whitehouse, Ohio, Auditor Parcel No. 98-04074 (the Property); and

WHEREAS, the Village of Whitehouse is the owner of that parcel and the Board of Trustees of the Toledo Lucas County Public Library has offered to purchase the Property; and

WHEREAS, Council finds that it would be in the best interests for the Village of Whitehouse to sell the Property upon the terms and conditions set forth in the attached Exhibit A.

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 sell the Property described above in accordance with the terms of the Offer to Purchase Commercial Real Estate attached hereto as Exhibit A.

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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

OFFER TO PURCHASE COMMERCIAL REAL ESTATE

The undersigned purchaser **THE BOARD OF TRUSTEES OF THE TOLEDO LUCAS COUNTY PUBLIC LIBRARY**, a public library existing under Chapter 3375 of the Ohio Revised Code ("**Purchaser**"), or its assigns, hereby offers and agrees to purchase (this "**Offer**") from **THE VILLAGE OF WHITEHOUSE OHIO**, an Ohio political subdivision ("**Seller**"), approximately 6.2 acres of the real estate commonly addressed as 0 Finzel Road, Whitehouse, Ohio (a portion of Lucas County Auditor Parcel 98-04074) as shaded in purple on **Exhibit A** attached hereto and made a part hereof (the "**Property**"), subject to the following terms and conditions.

1. **Property; Purchase Price.** The Property shall include all buildings, improvements, fixtures, licenses, easements, privileges and appurtenances belonging thereunto and all of Seller's right, title and interest, if any, in and to the land lying within any street, alley or roadway adjoining the Property.

The Purchaser agrees to pay **\$620,000.00** (the "**Purchase Price**") for the Property which shall be payable as follows:

- a. **\$1,000.00** deposited with the Title Company (as defined in Paragraph 3 below) within three (3) business days of acceptance of this Offer by Seller to be applied to the Purchase Price (the "**Deposit**"). The Deposit shall be refunded to Purchaser immediately upon Purchaser's written notice to the Title Company if (i) any of the conditions to Purchaser's obligations are not satisfied or waived within the Contingency Period and Purchaser timely terminates this Agreement, (ii) Seller materially breaches this Agreement or (iii) Purchaser terminates this Agreement in accordance with its express termination rights under this Agreement.
- b. the balance of the Purchase Price by wire transfer at closing, at which time the Deposit shall be paid to Seller.

The Purchase Price is based upon the Property consisting of approximately 6.2 acres. In the event the final acreage of the Property, as determined by the Survey (as defined in Paragraph 7(c) below) and the boundaries mutually agreed by the parties pursuant to Paragraph 2(a), is greater than or less than 6.2 acres, the Purchase Price shall be adjusted at the rate of \$100,000.00 per acre (prorated for any partial acre), such that the Purchase Price shall be increased for each acre in excess of 6.2 acres and decreased for each acre less than 6.2 acres. Any such adjustment to the Purchase Price shall be made at Closing.

2. **Property Boundaries; Division Approvals.**

- a. The precise boundaries of the Property shall be determined by the mutual written agreement of Seller and Purchaser, which agreement shall be evidenced by a written instrument executed by both parties and attached hereto as an amendment or supplement to **Exhibit A**. Neither party shall be bound by any boundary description that has not been reduced to writing and executed by both Seller and Purchaser.

- b. Seller shall be solely responsible, at Seller's sole cost and expense, for obtaining:
- (i) a boundary survey of the Property, prepared by a registered land surveyor or engineer duly licensed in the State of Ohio, sufficient to identify and legally describe the boundaries as mutually agreed by the parties pursuant to clause (a) above;
 - (ii) all governmental approvals, consents, permits, and authorizations necessary or required in connection with any division, split, or subdivision of the real estate of which the Property forms a part, including, without limitation, any approvals required under the subdivision regulations of the Village of Whitehouse, Ohio, or Lucas County, Ohio, or any other applicable governmental authority; and
 - (iii) all rezoning approvals, variances, conditional use permits, and other land use entitlements necessary or required to permit the use of the Property for Purchaser's Intended Use (as defined in Paragraph 7(b) below), including, without limitation, any approvals required by the Village of Whitehouse, Ohio, or Lucas County, Ohio, or any other applicable governmental authority (collectively, the "**Rezoning Approvals**"). Seller shall diligently pursue all such approvals and shall keep Purchaser reasonably informed of the status thereof. The Contingency Period shall be tolled during any period in which Seller has failed to obtain any such approval required under this Paragraph.
3. **Title**. Title to the Property shall be marketable in accordance with the title standards of the Ohio State Bar Association. Seller shall, at Seller's cost, furnish Purchaser with a Commitment for an Owner's Policy of Title Insurance (including legible copies of all exception documents) (the "**Commitment**") within twenty (20) days of acceptance of this Offer by Seller, prepared by Midland Title & Escrow, Ltd. (the "**Title Company**"), showing good and marketable fee simple title to the Property in Seller, free of all liens, defects, or encumbrances whatsoever, except those to be paid at Closing (as hereinafter defined) or approved by Purchaser, and subject only to (a) zoning regulations, (b) those existing easements, covenants, conditions, reservations, agreements and restrictions of record, government ordinances, and public utility easements, if any, which are acceptable to Purchaser in Purchaser's reasonable discretion; and (c) further subject to real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable.

At Closing, Seller shall provide, at Seller's cost, an Owner's Policy of Title Insurance in the amount of the Purchase Price insuring title as disclosed in the Commitment (the "**Title Policy**"); and Purchaser shall be solely responsible for the cost of any mortgagee title insurance policy issued in connection with the transaction and any endorsements to the Title Policy or the mortgagee title insurance policy.

If title is not in the condition required by this paragraph, Purchaser shall notify Seller of the unsatisfactory defect in the title prior to the expiration of the Contingency Period (as hereinafter defined), and Seller may cure such defect to Purchaser's satisfaction within thirty (30) days of such notice (provided that failure to so cure shall not be deemed to be a default hereunder). If Seller fails to cure such defect within such thirty (30) day period, Purchaser may, at Purchaser's sole option, either (x) terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser, or

(y) waive the defect and proceed to Closing. All exceptions in the Commitment not objected to by Purchaser as noted in (a) above (or that Purchaser agrees to close without cure by Seller, and those items (b) noted above) shall be referred to herein as the “**Permitted Exceptions**”; provided, however, Purchaser shall be deemed to have objected to any financial liens or encumbrances.

4. **Closing.** Provided that all of Purchaser’s contingencies have been waived or satisfied, Closing shall occur at the offices of the Title Company within fifteen (15) days after expiration or waiver of the Contingency Period (as hereinafter defined) or such later date as mutually agreed between the parties (“**Closing**”). Possession shall be given at Closing free of any tenant rights. If the Purchaser does not notify the Seller of any unsatisfied contingency on or prior to the expiration of the Contingency Period, Purchaser shall be deemed to have waived the contingencies set forth in Paragraph 7; provided, however, that such deemed waiver shall not affect Seller’s representations and warranties under Paragraph 6 or Purchaser’s rights with respect to title under Paragraph 3.

At the Closing, Seller shall:

- a. execute and deliver a General Warranty Deed (the “**Deed**”), with release of dower, if necessary, conveying to Purchaser marketable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions; and
- b. execute and deliver such other documents and instruments deemed reasonably necessary by Purchaser or the Title Company to close the transaction contemplated by this Agreement and for the Title Company to issue its Title Policy, without standard exceptions.

At the Closing, Purchaser shall:

- a. deliver the Purchase Price to Seller; and
 - b. execute and deliver such other documents and instruments deemed reasonably necessary by Seller or the Title Company to close the transaction contemplated by this Agreement.
5. **Costs and Prorations.** At Closing, Seller shall pay (a) all real estate taxes, assessments and payments in lieu of taxes, certified to the tax duplicate and related penalties, charges and interest attributable to the Property, due and payable prior to Closing, (b) any agricultural recoupment charges which become due and payable after the Closing date which relate to the periods prior to the Closing, (c) the cost of the Title Policy (excluding the cost of any loan policy or endorsements), (d) the conveyance fee on the sale of the Property, and (e) one-half (1/2) of the escrow/closing fee of the Title Company. At Closing, Purchaser shall pay (x) the cost to record the Deed, (y) the cost of any Lender’s Title Policy or any endorsements and (z) one-half (1/2) of the escrow/closing fee of the Title Company. The parties shall prorate as of the Closing Date (meaning the date on which the Closing occurs)

the real estate taxes and assessments, both general and special using the rates and valuations shown on the latest available tax duplicate (or valuation notice), in accordance with the due and payable method of tax proration as used in Lucas County.

6. **Representations and Warranties.** Seller represents and warrants that:

- a. No materials have been delivered nor any work or labor performed on the Property during the last ninety (90) days prior to Closing which have not been fully paid for; no person or entity presently has any lien, or right of lien, against the Property for labor or material. Seller shall be solely responsible for discharging or settling any mechanic's lien filed for record against the Property and relating to such labor or materials, and all costs and expenses associated therewith.
- b. Seller has complied in all material respects with all laws, statutes, ordinances, rules, regulations and orders of the United States, of the State of Ohio, of the County of Lucas, Village of Whitehouse, any agencies thereof and any other governmental entities having jurisdiction over the Property with respect to the construction and operation of any buildings, structures and other improvements situated on the Property.
- c. Seller has no boundary or water drainage disputes with the owners of adjacent property.
- d. There is available to the Property all utility service necessary for the present and contemplated lawful use and development of the Property, including, without limitation, sanitary sewer, water, gas, electric, storm sewer, and telecommunications service, either directly serving the Property or available at or within the abutting public rights-of-way, and Seller has received no notice that any such utility service is unavailable, subject to moratorium, or insufficient for Purchaser's Intended Use.
- e. There are no outstanding violations of statutes, ordinances, rules or regulations affecting the Property as set forth in any notice from municipal, county, state or federal governmental authorities, including, but not limited to, environmental regulatory agencies, and if any such notice of violation is received prior to Closing, Seller shall immediately advise Purchaser, and Seller, at Seller's sole cost and expense, shall be responsible for curing such violation.
- f. There are no actions, suits or proceedings against the Seller with respect to the Property and there are no investigations known to Seller which are threatened against Seller that would adversely affect this transaction or the Property being conveyed hereunder.
- g. There are no mortgages, judgment liens, security interests arising under the Uniform Commercial Code, tax liens or other encumbrances of any nature whatsoever affecting the Property, except as shall be set forth in the Commitment.

- h. Seller is not indebted to the federal government or to any other public authority for taxes or assessments of any nature whatsoever, which taxes and assessments are due or delinquent and which are or may be a lien against the Property. Seller has received no notice, either orally or in writing, of the existence of or the intention to create any assessment affecting the Property from any public authority, nor any notice of condemnation or other exercise of the power of eminent domain.
- i. There are no underground storage tanks on the Property.
- j. There are no hazardous substances, hazardous materials, hazardous wastes, toxic substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2601 et seq., or any other applicable federal, state, or local environmental laws, regulations, or ordinances, present on, in, under, or about the Property or any surrounding areas that could migrate to the Property. Furthermore, Seller has not received any notice, citation, directive, inquiry, or other communication, written or oral, from any governmental authority or third party regarding any actual or potential violation, investigation, or proceedings related to environmental conditions on or affecting the Property, and to Seller's knowledge, no such violations, investigations, or proceedings are threatened or pending.
- k. Seller is not a "foreign person" within the meaning of that term in I.R.C. Section 1445(f)(3).

Seller shall be solely liable for, and shall promptly pay, any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or related to any breach of any representation or warranty made by Seller in this Agreement.

7. **Purchaser's Contingencies.** Purchaser's obligations under this Agreement are subject to the satisfaction (or waiver, in Purchaser's sole discretion) of the following conditions within 180 days after acceptance (the "***Contingency Period***"):

- a. **Inspections.** Purchaser shall approve and find acceptable, in Purchaser's sole discretion, the results of any inspections, environmental or otherwise, of the Property that Purchaser may cause, at Purchaser's sole cost, to be performed (the "***Inspections***"). If any Inspection obtained by Purchaser discloses any material problem in the Property or in the vicinity of the Property that is unacceptable to Purchaser in its sole discretion, then Purchaser may at its sole discretion: (i) agree with Seller to a reduction in the Purchase Price; (ii) permit Seller at Seller's sole cost to remedy the problem to Purchaser's satisfaction within a reasonable time period; or (iii) terminate this Agreement. Seller shall allow Purchaser, or its agents and representatives respectively, access to the Property to make Inspections and

other reports and studies and to take other reasonable actions necessary to ascertain the suitability of the Property. Purchaser shall provide reasonable notice to Seller before entering onto the Property, which notice may be given by email or phone call, and such entry shall not be unreasonably withheld or delayed by Seller. Purchaser shall repair any damage to the Property occasioned by its Inspections, except to the extent caused by Seller's negligence or willful misconduct or pre-existing conditions discovered during such Inspections.

- b. Zoning. As a condition precedent to Purchaser's obligation to close, Seller shall have obtained, at Seller's sole cost and expense, all Rezoning Approvals (as defined in Paragraph 2(b) above) necessary to permit the use of the Property for a public library ("*Purchaser's Intended Use*"). Seller shall diligently pursue the Rezoning Approvals and shall keep Purchaser reasonably informed of the status thereof. If Seller has not obtained all Rezoning Approvals on or before the expiration of the Contingency Period, Purchaser may, in its sole discretion, either (i) extend the Contingency Period for a reasonable period to allow Seller additional time to obtain the Rezoning Approvals, or (ii) terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser and neither party shall have any further obligation hereunder except those obligations which expressly survive termination. The Contingency Period shall be tolled during any period in which Seller has not yet obtained the Rezoning Approvals, provided Seller is diligently pursuing the same.
- c. Survey. Within the Contingency Period, Purchaser may obtain a boundary stake survey of the Property in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS for Land Surveys" prepared by a registered land surveyor or engineer licensed in Ohio (the "*Survey*") acceptable to Purchaser, which Survey shall be certified by the surveyor to Purchaser and the Title Company. The Survey shall show sufficient access to the abutting roads and shall be satisfactory in all respects to Purchaser and Purchaser's lender in their sole discretion.
- d. Deliverables Review. Within the Contingency Period, Purchaser shall have reviewed and approved the Deliverables.
- e. Board Approval. Within the Contingency Period, Purchaser shall have obtained approval of this Agreement and the transactions contemplated hereby from Purchaser's Board of Trustees, in form and substance acceptable to Purchaser in its sole discretion.
- f. Development Approvals and Financial Feasibility. Within the Contingency Period, Purchaser shall have determined, in its sole discretion, that Purchaser has obtained, or can obtain on terms acceptable to Purchaser, all governmental, land use, zoning, site plan, subdivision, utility, development, and other approvals, permits, consents, and authorizations necessary or desirable for Purchaser's Intended Use, and that the

acquisition, development, construction, operation, and financing of the Property are financially feasible and otherwise acceptable to Purchaser.

In the event that Purchaser is unable to satisfy any of the conditions precedent set forth in this Paragraph 7, Purchaser shall provide written notice to Seller prior to the expiration of the Contingency Period indicating its inability to satisfy any of the conditions precedent. After timely written notice delivered to Seller, Purchaser may terminate this Agreement and the Deposit shall be promptly returned to Purchaser. Failure of Purchaser to timely provide written notice of its inability to satisfy any of the conditions precedent shall be deemed as a waiver of the conditions precedent in this Paragraph 7.

8. **Deliverables.** Within three (3) business days after acceptance, Seller shall provide Purchaser with any leases, rental agreements, or other occupancy agreements affecting the Property ("***Leases***") (including amendments, extension notices, and material correspondence thereto), title reports, surveys, environmental reports, inspection reports, notices of violation or reports of releases relating to the Property in Seller's possession, if any (collectively, the "***Deliverables***"). Seller represents and warrants that the Deliverables provided to Purchaser are, to Seller's knowledge, complete and accurate in all material respects and include all documents and materials in Seller's possession or control that are material to the condition, ownership, operation, or use of the Property. If, following initial delivery of the Deliverables, Seller discovers, receives, or comes into possession of any additional documents or materials responsive to the foregoing categories, Seller shall promptly deliver such additional materials to Purchaser, and in no event later than five (5) business days following Seller's receipt or discovery thereof. Purchaser's review and approval of any Deliverable shall not constitute a waiver of any of Purchaser's contingencies or of any of Seller's representations, warranties, or obligations under this Agreement. The Contingency Period shall be tolled during any period in which Seller has failed to deliver all Deliverables required under this Paragraph.
9. **Risk of Loss.** Until the Closing and delivery of the Deed, the risk of loss or damage to the Property from fire, casualty, vandalism, condemnation, or any other cause shall remain solely with Seller. Seller shall promptly notify Purchaser in writing of any such loss, damage, taking, or threatened taking. If, prior to Closing, all or any portion of the Property is damaged, destroyed, taken, or made subject to any threatened taking, Purchaser shall have the option, exercisable by written notice to Seller within ten (10) business days after Purchaser's receipt of Seller's notice (or such later date as the parties may agree), either to (a) terminate this Agreement, in which event the Deposit shall be immediately returned to Purchaser and neither party shall have any further obligation hereunder except those obligations which expressly survive termination, or (b) proceed to Closing without reduction in the Purchase Price, in which event Seller shall assign to Purchaser at Closing all insurance proceeds, condemnation awards, and other claims and rights arising out of such loss, damage, or taking, and Seller shall pay to Purchaser at Closing any deductible or uninsured portion of such loss. Seller shall not settle or compromise any insurance or condemnation claim affecting the Property without Purchaser's prior written consent. Pending Closing, Seller shall maintain the Property in its current condition, reasonable

wear and tear excepted and shall continue all insurance presently in effect with respect to the Property.

10. **Condemnation.** If, prior to Closing, all or any part of the Property is taken or made subject to a pending or threatened taking by eminent domain, condemnation, or conveyance in lieu thereof, Purchaser shall have the option, exercisable by written notice to Seller within ten (10) business days after Purchaser's receipt of Seller's notice (or such later date as the parties may agree), either (a) to terminate this Agreement, in which event the Deposit shall be immediately returned to Purchaser and neither party shall have any further obligation hereunder except those obligations which expressly survive termination, or (b) to proceed to Closing without reduction in the Purchase Price, in which event Seller shall assign to Purchaser at Closing all rights of Seller in and to any condemnation awards, settlement proceeds, insurance proceeds, and other claims and rights arising out of such loss, damage, or taking, and Seller shall pay to Purchaser at Closing any deductible or uninsured portion of such loss. Seller shall promptly notify Purchaser in writing of any actual, pending, or threatened condemnation or eminent domain proceeding affecting the Property upon Seller's receipt of notice thereof or upon Seller otherwise becoming aware thereof. Seller shall not settle or compromise any such proceeding without Purchaser's prior written consent. For purposes of this section, a "taking" shall include any temporary or permanent taking of all or any portion of the Property or any easement, access rights, parking rights, or other rights appurtenant to the Property.
11. **Condition of Property at Closing.** Seller shall deliver the Property to Purchaser at Closing in substantially the same condition as existed on the date of acceptance of this Offer, reasonable wear and tear excepted. Not less than two (2) business days prior to the scheduled Closing Date, Purchaser and its designated representatives shall have the right to conduct a pre-closing walk-through inspection of the Property to confirm that: (a) the Property is in substantially the same condition as at the time of acceptance, reasonable wear and tear excepted; (b) all repairs or remediation required under this Agreement, if any, have been completed to Purchaser's reasonable satisfaction; and (c) Seller has complied with its operating covenants under Paragraph 9. If the walk-through inspection reveals that the Property is not in the condition required by this Paragraph, Purchaser may, at its sole option: (i) require Seller to remedy such deficiency prior to Closing, and the Closing Date shall be extended by a reasonable period not to exceed ten (10) business days to permit such remedy; (ii) accept a credit against the Purchase Price at Closing in an amount reasonably agreed by the parties sufficient to cover the cost of remediation; or (iii) terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser and neither party shall have any further obligation hereunder except those obligations which expressly survive termination. Purchaser's exercise of its walk-through right shall not waive or limit any of Purchaser's other rights or remedies under this Agreement.

12. **Default and Remedies.**

- a. If Purchaser is in default of any of its material obligations under this Agreement, and such default continues uncured for ten (10) business days after written notice

from Seller, Seller's sole and exclusive remedy shall be the retention of the Deposit as liquidated damages, and Purchaser shall have no further liability or obligation to Seller. Seller expressly waives any right to seek specific performance or any other remedy at law or in equity and acknowledges that the Deposit shall be Seller's sole and exclusive remedy for any default by Purchaser. The parties agree that the liquidated damages amount set forth herein is a reasonable estimate of the actual damages that Seller would incur as a result of Purchaser's default, and that it would be impracticable or extremely difficult to determine the actual damages incurred. The parties further agree that the retention of the Deposit as liquidated damages is not intended as a penalty, but rather as a reasonable measure of compensation to Seller for the damages caused by Purchaser's default.

- b. In the event of a default by Seller, Purchaser shall have the right to pursue any and all remedies available at law or in equity, including, but not limited to, specific performance of this Agreement and recovery of all out-of-pocket costs, expenses, and reasonable attorneys' fees incurred in connection with such default. Purchaser's election of any remedy shall not preclude Purchaser from pursuing any other remedy available to it.
13. **Brokers.** Seller represents to Purchaser that it has not dealt with any real estate broker or other person acting in a similar capacity who might be entitled to a commission or finder's fee in this transaction except: **NONE** ("***Seller's Broker***"). Purchaser represents to Seller that it has not dealt with any real estate broker or other person acting in a similar capacity who might be entitled to a commission or finder's fee in this transaction except: **NONE** ("***Purchaser's Broker***"). Seller will pay the commissions owed to Seller's Broker pursuant to a separate agreement and such commission shall be split equally between Seller's Broker and Purchaser's Broker. Each party shall be solely responsible for the payment of any and all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to a breach of its own representation in this Paragraph and shall have no recourse against the other party with respect to any such breach.

14. **Miscellaneous Provisions.**

- a. Upon acceptance, this Offer (sometimes referred to as this Agreement) shall become binding upon Purchaser and Seller and their respective heirs, successors, permitted assigns, and legal representatives. 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 herein or therein. This Agreement may not be amended or modified except in writing and signed by both parties.
- b. This Offer shall expire at 5:00 p.m. of the fifth (5th) business day after it is executed by Purchaser and delivered to Seller unless accepted by Seller and delivered to Purchaser or Purchaser's agent, by that time.
- c. Time is of the essence.

- d. This Agreement shall be governed by the law of the State of Ohio. Any action, suit, or proceeding arising out of or relating to this Agreement, the transaction contemplated hereby, or the Property shall be brought exclusively in a state court of competent jurisdiction located in Lucas County, Ohio, or, if federal jurisdiction exists, in the United States District Court having jurisdiction over Lucas County, Ohio, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts.
- e. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronic signatures, including signatures transmitted by PDF, DocuSign, or any other electronic signature platform or method, shall be deemed original signatures for all purposes and shall be fully binding on the parties to the same extent as original ink signatures. Delivery of an executed counterpart of this Agreement by electronic transmission shall be equally effective as delivery of a manually executed counterpart.
- f. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, provided that the essential economic terms of the transaction are not thereby materially altered.
- g. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy available at law, in equity, or under this Agreement. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or any other provision of this Agreement. All waivers must be in writing and signed by the waiving party to be effective.
- h. Any notices to be given shall be given to the notice address set forth below the appropriate party's signature. Any notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; (ii) certified mail, return receipt requested, in which event it shall be deemed given three (3) business days after the date of mailing; (iii) next day delivery by a nationally recognized overnight courier, in which event it shall be deemed given on the next business day after the day of receipt by the courier; or (iv) email with confirmation of receipt, in which event it shall be deemed given on the date sent if sent during normal business hours, or the next business day if sent after normal business hours.

- i. The representations, warranties, covenants, and obligations of Seller set forth in this Agreement shall not be deemed merged into, superseded by, or extinguished by the Deed, or any other document or instrument executed and delivered at or in connection with the Closing. All such representations, warranties, covenants, and obligations shall survive the Closing and delivery of the Deed for the survival periods expressly set forth in this Agreement, or, where no survival period is specified, for a period of two (2) years following the Closing Date. The foregoing notwithstanding, the representations and warranties set forth in Paragraphs 6(h) and 6(i) shall survive indefinitely in accordance with this Paragraph 14(i).
- j. This Agreement and Seller's obligations hereunder are expressly conditioned upon the approval of this Agreement and the transaction contemplated hereby by the Village Council of the Village of Whitehouse, Ohio (the "**Council Approval**"), which Council Approval Seller shall diligently pursue in good faith following acceptance of this Offer. Seller shall use commercially reasonable efforts to obtain the Council Approval within ninety (90) days after acceptance of this Offer by Seller (the "**Council Approval Deadline**"). Seller shall promptly notify Purchaser in writing of the outcome of any vote or action taken by the Village Council with respect to this Agreement, and in any event no later than two (2) business days following such vote or action. If the Council Approval is not obtained on or before the Council Approval Deadline, either party may terminate this Agreement by written notice to the other party, whereupon the Deposit shall be immediately returned to Purchaser and neither party shall have any further obligation to the other hereunder, except those obligations which expressly survive termination. For the avoidance of doubt, Seller's failure to obtain the Council Approval shall not constitute a default by Seller under this Agreement, and Purchaser's sole remedy in such event shall be the return of the Deposit. The Council Approval Deadline may be extended by written agreement of both parties.
- k. If Purchaser does not commence construction of a branch library on the Property on or before the date that is five (5) years after the Closing Date, then, prior to any sale, transfer, assignment, conveyance, or other disposition of the Property or any interest therein by Purchaser to any third party (other than to an affiliate of Purchaser or as part of a public taking), Seller shall have a right of first refusal to purchase the Property. Purchaser shall give Seller written notice of the bona fide terms of any proposed transfer, including the purchase price and all material terms and conditions thereof. Seller shall have thirty (30) days after receipt of such notice to elect, by written notice to Purchaser, to purchase the Property on the same terms and conditions set forth in Purchaser's notice. If Seller timely exercises such right of first refusal, the parties shall proceed to close the purchase and sale within sixty (60) days after Seller's exercise, subject only to extension for customary closing matters. If Seller does not timely exercise such right, Purchaser may complete the proposed transfer on terms no more favorable to the transferee than those offered to Seller. This right of first refusal shall survive Closing and shall be included in the Deed or a separate instrument recorded against the Property.

PURCHASER:

**THE BOARD OF TRUSTEES OF THE
TOLEDO LUCAS COUNTY PUBLIC
LIBRARY**

By: _____

Its: _____

Date: _____

Notice Address: 325 Michigan Avenue,
Toledo, Ohio 43604

SELLER:

**THE VILLAGE OF WHITEHOUSE
OHIO**

By: _____

Its: _____

Date: _____

Notice Address: [SELLER'S ADDRESS]

DEPOSIT RECEIPT

The undersigned acknowledges receipt of the Deposit in the amount of \$1,000.00.

MIDLAND TITLE & ESCROW, LTD.

By: _____

Its: _____

Date: _____

EXHIBIT A



ORDINANCE NO. 10-2026

**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 10125 Waterville St., Whitehouse, Ohio; and

WHEREAS, the owner of that parcel has offered to sell the parcel to the Village of Whitehouse; and

WHEREAS, Council finds that it would be in the best interest 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 Two Hundred Thousand Dollars (\$200,000.00) and to execute a Real Estate Purchase Contract and related documents to facilitate the acquisition of the property. The Village Administrator is directed to execute all other documents necessary to finalize this transaction in accordance with the Offer to Purchase on file with the Administration.

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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

ORDINANCE NO. 11-2026

**AN ORDINANCE SUBSTITUTING THE SITE PLAN
APPROVED BY THE PLANNING COMMISSION OF
WHITEHOUSE WITH A NEW SITE PLAN; AND
DECLARING AN EMERGENCY**

WHEREAS, the Village of Whitehouse Planning Commission has reviewed a site plan submittal for Country Meadows South Plat 1 and has approved the preliminary site plan as presented; and

WHEREAS, the Council of Whitehouse has reviewed the matter and desires to legislate on the issue; and

WHEREAS, the Charter for the Village of Whitehouse, Section 12.08(C)(4) provides that Council has the authority to legislate upon any matter concerning which the Planning Commission has jurisdiction or regulation; and

WHEREAS, the Charter for the Village of Whitehouse, Section 3.09(H) provides that Council has the power to make general regulations as the Council may deem necessary in the public interest; and

WHEREAS, Council holds that it would be in the public interest to reject the Country Meadows South Plat 1 site plan approved by the Planning Commission and to, in its place, approve a modified site plan as attached in Exhibit A hereto.

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. The site plan for County Meadows South Plat 1 previously approved by the Whitehouse Planning Commission is hereby rejected and that action approving said site plan is hereby held to be null and void, and, in its place the attached Country Meadows South Plat 1 modified site plan is approved and adopted by the Village of Whitehouse.

Section 2. 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.

Section 3. This Ordinance 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 inhabitants, and for the further reason that it is necessary to allow for the orderly development of property within the Village.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after 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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

NORTH
SCALE: 1" = 60' (24x30)
1" = 120' (12x18)

EASEMENT ABBREVIATIONS
D.U.E. DRAINAGE & UTILITY EASEMENT
U.T.E. UTILITY & TOLEDO EDITIONS EASEMENT

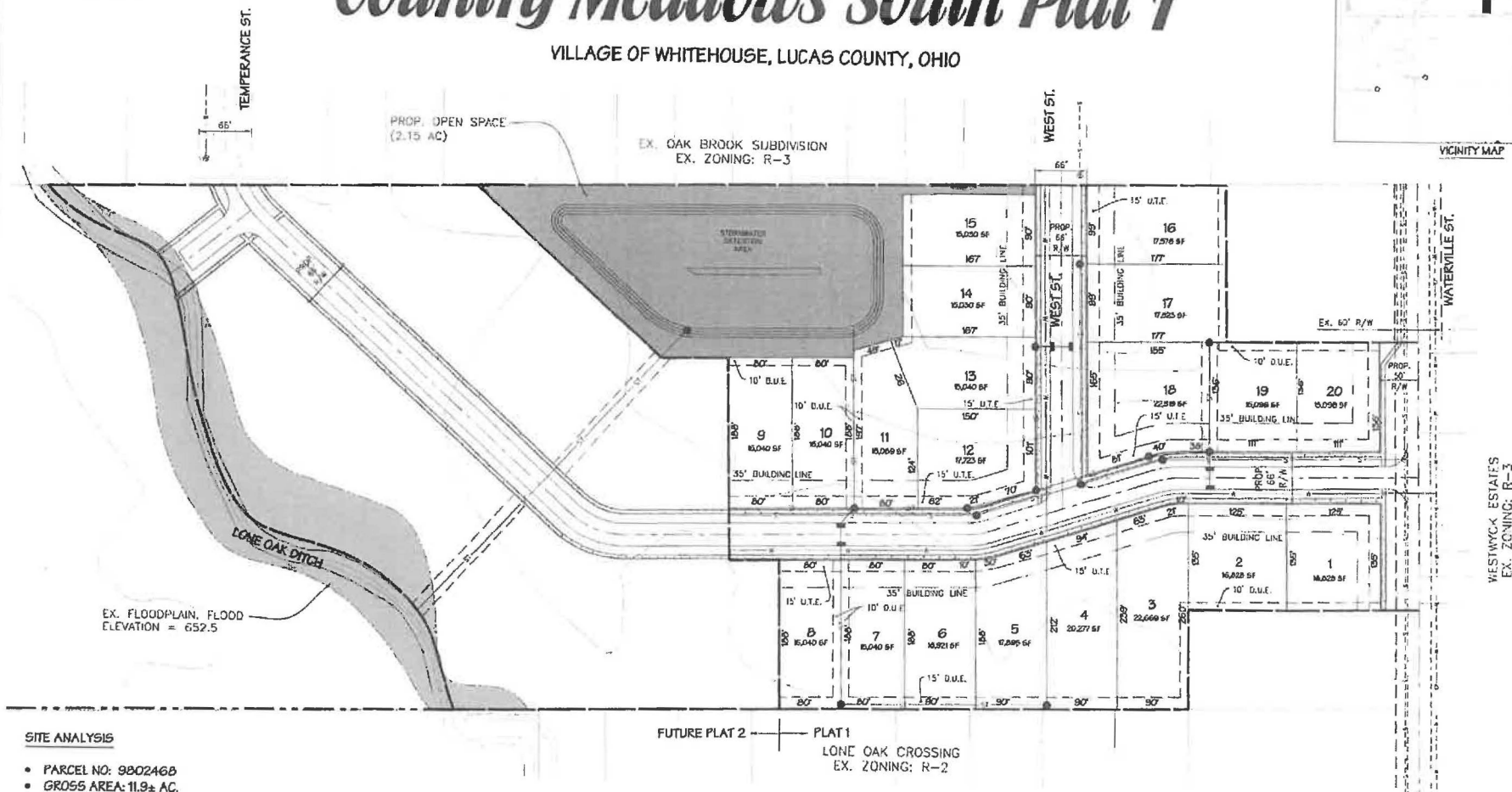
PRELIMINARY DRAWING OF

Country Meadows South Plat 1

VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO



VICINITY MAP



SITE ANALYSIS

- PARCEL NO: 9802468
- GROSS AREA: 11.9± AC.
- EX. ZONING: R-2
- NUMBER OF LOTS: 20
- 66' PROPOSED ROW WITH 29' ROAD (B/B)
- FRONT SETBACK: 35'
- SIDE SETBACK: 10'
- REAR SETBACK: 35'

LEGAL DESCRIPTION

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WEST OF THE WEST LINE OF THE PLAT OF OAK BROOK AND SAID WEST LINE EXTENDED NORTHERLY; THE WEST ONE-HALF (1/2) OF THE WEST ONE-HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION THIRTY-FOUR (34), TOWN SEVEN (7) NORTH, RANGE NINE (9) EAST IN THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, EXCEPTING THEREFROM THE EAST TWO HUNDRED (200) FEET OF THE SOUTH TWO HUNDRED FIFTY (250) FEET, AND ALSO EXCEPTING THEREFROM THE WEST ONE HUNDRED TWENTY-FIVE (125) FEET OF THE SOUTH THREE HUNDRED (300) FEET.

DEVELOPED BY:

ARTISAN CRAFTBUILT
HOMES LLC
PO BOX 2755
WHITEHOUSE, OHIO 43571

PREPARED BY:

FellerFinch
& ASSOCIATES, INC.
Engineers - Surveyors

1683 Woodlands Drive, Maumee, Ohio 43537
Phone: (419) 863-7060
Fax: (419) 893-2382
www.fellerfinch.com

PROJECT No. 10E10367 DWG. 10-10367P000A14 DATE: 07-15-26

ORDINANCE NO. 12-2026

**AN ORDINANCE VOIDING THE SITE PLAN APPROVED
BY THE PLANNING COMMISSION OF WHITEHOUSE;
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Whitehouse Planning Commission has reviewed a site plan submittal for Country Meadows South Plat 1 and has approved the preliminary site plan as presented; and

WHEREAS, the Council of Whitehouse has reviewed the matter and desires to legislate on the issue; and

WHEREAS, the Charter for the Village of Whitehouse, Section 12.08(C)(4) provides that Council has the authority to legislate upon any matter concerning which the Planning Commission has jurisdiction or regulation; and

WHEREAS, the Charter for the Village of Whitehouse, Section 3.09(H) provides that Council has the power to make general regulations as the Council may deem necessary in the public interest; and

WHEREAS, Council holds that it would be in the public interest to reject the Country Meadows South Plat 1 site plan approved by the Planning Commission.

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. The site plan for County Meadows South Plat 1 previously approved by the Whitehouse Planning Commission is hereby rejected and that action approving said site plan is hereby held to be null and void.

Section 2. 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.

Section 3. This Ordinance 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 inhabitants, and for the further reason that it is necessary to allow for the orderly development of property within the Village.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after 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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

ORDINANCE NO. 13-2026

**AN ORDINANCE AMENDING THE VACATION POLICY AND
ACCRUALS THEREUNDER, AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Whitehouse Council has adopted a Policy Handbook which, among other things, sets a vacation accrual schedule and it is desirable and in the best interests of the Village of Whitehouse to now amend the previously established accruals.

WHEREAS, the current vacation policy is attached hereto as Exhibit A.

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 I: That the Village of Whitehouse, Lucas County, Ohio hereby amends the Vacation accruals set forth in Section 400(6) Employee Benefits Program of the Village of Whitehouse Personnel Policy and Procedure Manual and the new accrual rates shall be as follows:

All employees shall accrue vacation at the following rate:

Within 1 st year:	1 Week (prorated)
After 1 st year:	2 Weeks
After 5 th year:	3 Weeks
After 10 th year:	4 Weeks
After 20 th year:	5 Weeks

SECTION II: All other provisions of Section 400 Employee Benefits Program of the Village of Whitehouse Personnel Policy and Procedure Manual shall remain unchanged.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements as set forth by the Charter of the Village of Whitehouse.

SECTION IV: This Ordinance 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 inhabitants, and for the further reason that this Ordinance is necessary to conform to the requirements of the Ohio Revised Code and provide protection for the security of the Village.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after 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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

employment, each eligible employee will be enrolled. An employee may waive either benefit if employee is comparably covered under another insurance plan. Family coverage is also provided under these policies. The Village has an incentive plan for employees that waive the health insurance coverage if a plan is available through other means. See the Finance Director for more information.

Under the current health insurance policy a dependent attending college out of the health insurance network area is covered under the Village's health insurance through the age of 26, this coverage is for emergencies only. Once a student is stabilized, it will be necessary for further treatment to be given by the primary care physician and all prescription administered through the network of pharmacies. A dependent attending college out of the health insurance network area may request reimbursement from the Village for health insurance through the university they are attending. However, the student will be dropped from the Village health insurance policy. To request more information concerning this option, contact the Village Administrator or Finance Director.

5. LIFE INSURANCE

The Village will provide a life insurance and accidental death and dismemberment policy for each permanent full-time employee under a group plan. Each employee covered names his own beneficiary, which may be changed at anytime by the employee upon written request. The Village Council determines the amount of the coverage. Such a policy will not be effective after the employee leaves the Village service. A notice of Conversion privilege will be provided to continue the premium on an individual basis, after termination of employment.

6. VACATION

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

All regularly scheduled full-time employees and Class F employees are granted annual vacation leave with pay according to the following accrual rate:

CONTINUOUS LENGTH OF SERVICE

ANNUAL RATE

After	1 year (Class E + F)	1 week
After	1 year (Class A - D)	2 weeks
After	2 years (Class E + F)	2 weeks
After	8 years (Class A - F)	3 weeks
After	12 years (Class A - F)	4 weeks
After	20 years (Class A - F)	5 weeks

Vacation time may be taken in increments of one-half (1/2) hour or more. No more than five (5) days of unused vacation days may be carried forward to the next year following the year that it was earned. Firefighter/Paramedics may carry forward no more than 56 hours of earned vacation time.

Any employee may request and receive one average week of vacation pay in addition to scheduled work pay for vacation not taken in any one year.

If an employee is on vacation and becomes ill, switching vacation time to sick time will not be permitted.

A minimum of one-week vacation must be taken per year.

All requests for any time off must be presented to the supervisor for approval at least two (2) weeks in advance. All efforts will be made to stagger vacation times so as not to curtail services to the public. Smaller increments, per the above, will be approved at the discretion of the supervisor. No full-time employee will be permitted to use vacation time that has not been earned. Upon resignation or separation from the Village, employees shall receive payment for all accumulated annual vacation leave at the earned rate of compensation providing all conditions have been met.

7. DISCRETIONARY/COMP TIME

Firefighter/Paramedic shall be given three (3) hours of discretionary time per workweek. Said discretionary time shall be credited at the end of the quarter in which it is given. If a Firefighter/Paramedic resigns or is terminated before the end of the quarter, no credit for that quarter would be given.

All full time employees will receive 8 hours (10 hours for Class E personnel) discretionary time on January 1st of each year.

Any discretionary time accumulated over the course of a year must be used in the same year in which it was accrued. No more than 40 hours (56 hours for Class E personnel) of unused discretionary time may be carried forward to the next year following the year that it was earned.

ORDINANCE NO. 14-2026

AN ORDINANCE AMENDING THE PAY CLASSIFICATIONS AND BENEFIT STEPS POLICY FOR EMPLOYEES OF THE VILLAGE OF WHITEHOUSE, REPEALING ORDINANCE NO. 20-2025 AND DECLARING AN EMERGENCY

WHEREAS, the Village of Whitehouse Council has adopted a Pay Classifications and Benefits Steps Policy for Employees through the adoption of Ordinance No. 20-2025.

WHEREAS, the Village of Whitehouse Council now wishes to amend the Pay Classifications and Benefits Steps by repealing Ordinance No. 20-2025, and replacing it with this Ordinance.

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 I: That the Village of Whitehouse, Lucas County, Ohio hereby repeals Ordinance No. 20-2025.

SECTION II. The Village of Whitehouse hereby adopts the attached Exhibit A as its new Pay Classifications and Benefits Steps Policy.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements as set forth by the Charter of the Village of Whitehouse.

SECTION IV: This Ordinance 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 inhabitants, and for the further reason that this Ordinance is necessary to conform to the requirements of the Ohio Revised Code and provide protection for the security of the Village.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after 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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

Exhibit A

COLA

An annual review of pay classifications, and benefits steps pursuant to this Ordinance shall be made by Council or its designees in November/December of each year. This review shall determine if cost of living allowances (COLA), or similar adjustments are warranted in any or all of the pay classifications herein. Said review shall be based upon such factors as annual inflation indexes, Village revenues and such other factors as Council shall deem to be appropriate; the review shall use the CPI (Department of Labor – all urban and clerical workers) for the November through October, twelve (12) months preceding the evaluation date. Council shall not be mandated to grant any COLA or similar increase as a result of any annual review. However, in the event such increases are granted, they shall be effective January 1, 2026.

Merit Service Payment

An annual payment, based upon merit services is hereby initiated for Class A through E, and Class I employees completing five (5) years of service to the Village of Whitehouse as of December 1st of each year. An award of between Sixty Dollars (\$60.00) and Eighty Dollars (\$80.00) shall be made to said employees on an annual basis on such terms and conditions to be determined by Council. Said award shall be established upon a motion of Council.

An annual payment, based upon merit services, is hereby initiated for part-time and volunteer employees completing five (5) years of service to the Village of Whitehouse as of December 1st of each year. An award of between Twenty Dollars (\$20.00) and Thirty-Seven Dollars and fifty cents (\$37.50) shall be made to said employees on an annual basis on such terms and conditions to be determined by Council. Said award shall be established upon a motion to Council.

An annual lump sum payment, based upon merit services is hereby initiated for Class A through E, Class I and part-time and volunteer employees completing one (1) year of service but has less than five (5) years of service to the Village of Whitehouse as of December 1st of each year. An award of One Hundred Dollars (\$100.00) shall be made to said employees on an annual basis on such terms and conditions to be determined by Council. Said award shall be established upon a motion of Council.

An additional annual merit service may be awarded by Council which award shall be based on employee performance evaluations as determined by the Village Administrator and approved by Council. This additional award shall be discretionary and payable only upon the determination that sufficient funds exist for payment of such award.

All amounts and awards under this section shall be available only to employees having completed required probationary time periods for Village of Whitehouse employment.

VILLAGE OF WHITEHOUSE
PAY CLASSIFICATIONS
1/1/2026

CLASS	POSITION	STEP					
		1	2	3	4	5	6
		Hourly Rate Annual					
A	Police Chief, Director of Public Service, Finance Director, Fire Chief	\$ 64,753	\$ 70,049	\$ 75,343	\$ 80,634	\$ 85,934	\$ 92,054
A.1	DPS Superintendent, Police Captain	\$ 28.48 \$ 59,243	\$ 30.24 \$ 62,889	\$ 32.70 \$ 68,021	\$ 35.48 \$ 73,806	\$ 37.73 \$ 78,488	\$ 40.58 \$ 84,408
A.2	Police Lieutenant	\$ 26.86 \$ 55,874	\$ 28.61 \$ 59,514	\$ 31.08 \$ 64,641	\$ 33.86 \$ 70,433	\$ 36.11 \$ 75,112	\$ 38.95 \$ 81,023
B	Sergeant & Training Officer	\$ 25.01 \$ 52,011	\$ 26.76 \$ 55,654	\$ 29.22 \$ 60,781	\$ 32.01 \$ 66,572	\$ 34.26 \$ 71,252	\$ 37.10 \$ 77,163
B.1	Accounting Specialist	\$ 22.59 \$ 46,979	\$ 24.67 \$ 51,316	\$ 26.88 \$ 55,905	\$ 29.20 \$ 60,728	\$ 31.35 \$ 65,202	\$ 33.49 \$ 69,654
C	Building/Zoning Clerk, Account Clerk, Public Service	\$ 19.98 \$ 41,569	\$ 22.07 \$ 45,905	\$ 24.28 \$ 50,494	\$ 26.59 \$ 55,317	\$ 28.75 \$ 59,791	\$ 30.89 \$ 64,243
	Additional Pay (Public Service): Water Operator Class I License = \$ 1.00 per hour Water Operator Class II License = \$.50 per hour Wastewater Collections Class II License = \$1.00 per hour Supervisor = \$ 2.00 per hour						
C.1	Office Assistant	\$ 15.55 \$ 32,341	\$ 17.53 \$ 36,468	\$ 18.87 \$ 39,251	\$ 20.17 \$ 41,963	\$ 21.26 \$ 44,212	\$ 22.92 \$ 47,667
D	Patrol Officer	\$ 22.37 \$ 46,530	\$ 24.45 \$ 50,865	\$ 26.43 \$ 54,969	\$ 28.51 \$ 59,305	\$ 30.58 \$ 63,616	\$ 32.49 \$ 67,581
E	Paramedic (based on 2,990 hrs.)	\$ 17.38 \$ 51,957	\$ 19.10 \$ 57,122	\$ 20.62 \$ 61,654	\$ 22.58 \$ 67,521	\$ 24.43 \$ 73,053	\$ 26.14 \$ 78,152
	Additional Pay: Platoon Chief = \$.50 per hour (approx. \$1,500 annually) Paramedic Lieutenant = \$.35 per hour (approx. \$1,000 annually)						
F	Regular Part Time Employee Office Staff, Safety Asst. (25 hrs. wk)	\$ 20,213 \$ 15.55	\$ 22,792 \$ 17.53	\$ 24,531 \$ 18.87	\$ 26,227 \$ 20.17	\$ 27,633 \$ 21.26	\$ 29,792 \$ 22.92
G	Part Time Positions Police Department						
	Patrolperson	\$ 17.37	\$ 18.60	\$ 19.84	\$ 21.18	\$ 22.92	\$ 23.83
	Crossing Guard	\$ 14.99	per crossing shift				
	Seasonal Employees						
	Recreation Director	\$ 13.58		TO			\$ 20.63
	Seasonal (Pub. Svc./Park)	\$ 13.58		TO			\$ 20.63
	Fire Department						
	Paramedics	\$ 15.92		TO			\$ 20.64
	AEMT	\$ 15.04		TO			\$ 19.75
	EMT	\$ 14.17		TO			\$ 18.86
H	Volunteer Fire Department						
	Platoon Chief	\$ 2,000.00	annually				
	Captain	\$ 1,800.00	annually				
	Lieutenant	\$ 1,500.00	annually				
	Officers & Firefighters (includes drills up to 24 annually)	\$ 14.17		TO			\$ 20.64
I	Full Time Fire Department						
	EMT - Paramedic	\$ 17.38	\$ 19.10	\$ 20.63	\$ 22.58	\$ 24.43	\$ 26.13
	A EMT	\$ 16.50	\$ 17.94	\$ 19.29	\$ 20.87	\$ 22.38	\$ 23.82
	EMT - Basic	\$ 15.62	\$ 16.78	\$ 17.96	\$ 19.15	\$ 20.32	\$ 21.50
	EMT - Basic Float	\$ 15.62	\$ 16.78	\$ 17.96	\$ 19.15	\$ 20.32	\$ 21.50

ORDINANCE NO. 15-2026

**AN ORDINANCE AMENDING THE DISCRETIONARY TIME /
COMPENSATORY TIME / ROUNDS CREDIT POLICY FOR THE
VILLAGE OF WHITEHOUSE, REPEALING ORDINANCE NO. 19-2025
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Whitehouse Council has adopted a Discretionary Time / Compensatory Time / Rounds Credit Policy through the adoption of Ordinance No. 19-2025.

WHEREAS, the Village of Whitehouse Council now wishes to amend the Discretionary Time / Compensatory Time / Rounds Credit Policy by repealing Ordinance No. 19-2025, and replacing it with this Ordinance.

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 I: That the Village of Whitehouse, Lucas County, Ohio hereby repeals Ordinance No. 19-2025.

SECTION II. The Village of Whitehouse hereby adopts the attached Exhibit A as its new Discretionary Time / Personal Time Off / Compensatory Time/ Rounds Credit Policy.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements as set forth by the Charter of the Village of Whitehouse.

SECTION IV: This Ordinance 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 inhabitants, and for the further reason that this Ordinance is necessary to conform to the requirements of the Ohio Revised Code and provide protection for the security of the Village.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after 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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

EXHIBIT A

7. DISCRETIONARY TIME / PERSONAL TIME OFF / COMPENSATORY TIME / ROUNDS CREDIT

Discretionary Time -

Firefighter/Paramedic shall be given three (3) hours of discretionary time per workweek. Said discretionary time shall be credited at the end of the quarter in which it is given. If a Firefighter/Paramedic resigns or is terminated before the end of the quarter, no credit for that quarter would be given.

Any discretionary time accumulated over the course of a year must be used in the same year in which it was accrued. No more than 40 hours (56 hours for Class E personnel) of unused discretionary time may be carried forward to the next year following the year that it was earned. Discretionary time is not eligible for payout. Any time not used or banked is lost at the end of the calendar year.

Discretionary time shall not be counted as hours worked for purposes of calculating overtime.

Personal Time Off -

All full-time employees will receive 24 hours of personal time off on January 1st of each year.

Any personal time off accumulated over the course of a year must be used in the same year in which it was accrued. Personal time off is not eligible for payout. Any time not used is lost at the end of the calendar year.

Personal time off shall not be counted as hours worked for purposes of calculating overtime.

Compensatory Time -

Any non-exempt employee of the Village of Whitehouse (Administration; Public Works; Fire; and Police) may elect to "bank" or save compensatory time (comp time) in lieu of overtime pay.

If compensatory time is banked, it shall be accumulated at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked.

Compensatory time shall be counted as hours worked for purposes of calculating overtime.

Compensatory time shall only be granted for overtime work which was required and approved by the Department Head.

If an employee elects to "bank" compensatory time in lieu of overtime pay for eligible overtime worked, the employee must request compensatory time using the applicable form (provided by payroll). Requests for compensatory time must be submitted with the employee's timecard (and applicable form) in which the overtime was worked, otherwise the employee will be paid for the overtime. Eligible compensatory time for class A, B, C, and D employees would be any overtime earned after 80 hours in a typical pay period. For class E and I employees, eligible overtime to "bank" is not regularly scheduled overtime. To be eligible, the class E or I employee must have worked over the standard pay week (48, 55, and 65) and crossed the overtime threshold for class

E and I employees of 53 hours.

Requests for banked comp time shall be in whole numbers only. Once the comp time has been banked, it can only be paid out in accordance with this policy.

Class A,B,C, and D employees may bank or accumulate no more than eighty (80) hours of unused compensatory time credit at any one time in the same year. Only forty (40) hours of compensatory time may be rolled over into the next year.

Class E and I employees may bank or accumulate no more than Twenty-Four (24) hours of unused compensatory time credit at any one time. Only Twenty-Four (24) hours of compensatory time may be rolled over into the next year.

Payout of compensatory time will occur on the payroll that contains December 31st in the pay period (typically the 2nd pay in January). If an employee does not submit a payroll form indicating appropriate rollover or does not submit a form to payroll by December 31st then all banked compensatory time will be paid out.

For employees whose employment is terminated for any reason, payout of all banked unused compensatory time will be on the last paycheck the employee receives. The rate of compensation for each compensatory time hour in this situation shall be calculated as the regular rate in effect for the employee at the time of separation.

Using comp time will be in accordance with this manual or department policy.

Rounds Credit -

Public Service employees may earn compensatory time for rounds on weekends and holidays. It is estimated that it takes 2 3/4 hours daily for rounds. Only forty (40) hours of compensatory time will be permitted to be carried over into the next year. Any time over forty hours will be paid with the December 31, pay period.

Rounds Credit time shall not be counted as hours worked for purposes of calculating overtime.

RESOLUTION NO. 10 - 2026

A RESOLUTION DETERMINING THAT CERTAIN MISCELLANEOUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO IS OF NO FURTHER USE TO THE VILLAGE AND IS HEREBY DETERMINED TO BE SURPLUS PROPERTY AND TO BE DISPOSED OF PURSUANT TO LAW, AND DECLARING AN EMERGENCY

WHEREAS, the Administrator of the Village of Whitehouse, Lucas County, Ohio, after thorough review and due diligence, has determined that certain property is of no further use to the Village and has advised this Council accordingly, as well as recommended said property be disposed of pursuant to law; and

WHEREAS, this Council is desirous of declaring said surplus property as being of no further use to the Village ordering it disposed of pursuant to law upon the terms most favorable to the Village of Whitehouse.

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: The Village Administrator is hereby designated and duly authorized as the official of the Village of Whitehouse having full power and authority to dispose of the following property:

Please See Exhibit A hereto

Said property is deemed to be surplus and of no further official and/or current use to the Village in the conduct of any Village business.

SECTION II: That the said property be disposed of as provided by law.

SECTION III: The Administrator is hereby authorized to conduct the disposal and sale of said property and under such terms and conditions as he shall deem most desirable to secure full value thereof for the Village, at such time and in such manner as he shall in his discretion so determine.

SECTION IV: The Administrator of the Village of Whitehouse, Lucas County, Ohio is hereby authorized and directed and fully empowered to execute any and all title documents, forms of conveyance or bills of sale as same shall be required for the sale and transfer of said property in accordance with law and with full power and authority on behalf of the Village of Whitehouse, Lucas County, Ohio.

SECTION V: 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 Resolution were adopted at an open meeting and the deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements as set forth by Ohio Revised Code Section 721.15 and/or in accordance with the provisions of Municipal Home Rule and under the specific provision of Article I, Section 1.02 of the Charter of the Municipality of Whitehouse.

SECTION VI: 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 inhabitants and for the further reason that this Resolution is necessary for the disposal and sale of the property securing the highest return proceeds for the Village of Whitehouse.

WHEREFORE, this Resolution shall be in full force and effect 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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor



Exhibit A

MEMORANDUM

TO: Jordan Daugherty

SUBJECT: Surplus Property

DATE: July 1, 2026

Jordan,

I would recommend that the following items be listed on Gov Deals as they serve no further purpose and can therefore be identified as surplus property.

ADMINISTRATION

Kelsea Blaskis
OFFICE ASSISTANT

Administration:

- 1 Mayline E-Lan Non-Mountable Server Rack (4 shelves)
- 3 ASUS GX-D1241 24-Port Switches
- 15 Lenovo Monitors with power supplies (unknown is working condition)
- 1 UMA752 Microphone Input and Denon Recorder in Wood Rack.

Fire:

- 2 Gasoline positive-pressure fans

Maintenance:

- 1 John Deer X500 Riding Lawn Mower with Mower Deck and Snow Blower
- 2 TORO Push Mowers
- 1 Greenlee Wire-Spool Dispensing Cart
- 36 Picnic Tables 6' x 33.8' Length
- 1 Aluminum Rowboat 14'
- 1 5 ½' 3-point Box Blade
- 1 8-10' Wide Out Western Snowplow (rust)
- 1 8 ½' Western Snowplow (Does not operate)
- 1 Lincoln 200 Amp Stick Welder
- 1 Setina Front Bumper Push Bar
- 1 4' Work Light Bar
- ~13 Old Truck Radios/Parts
- 7 Folding Tables
- 2011 F250 with Liftgate and Plow

RICHARD BINGHAM

LOUANN ARTIAGA
STEVE CONNELLY
STEVE FINE
DAVE RIGGENBACH
CARRIE TUOHY
LARRY YUNKER

Respectfully,

Kelsea Blaskis

Kelsea Blaskis

RESOLUTION NO. 11-2026

**A RESOLUTION AUTHORIZING THE ADMINISTRATOR TO
PURCHASE A 2026 FORD F550 4X4 BRAUN SELECT AMBULANCE FOR THE USE BY
THE FIRE DEPARTMENT FOR THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY,
OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, it is the recommendation of the Fire Chief and the Village Administrator that the Village purchase one 2026 Ford F550 4X4 Braun Select Ambulance; and

WHEREAS, the Council of the Village of Whitehouse is desirous of implementing said recommendation; and

WHEREAS, the Administration has sought competitive bids for the purchase described herein; and

WHEREAS, Bids were received and opened and the bid from Penn Care has been determined to be the lowest and best bid.

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 be and is hereby authorized and directed to purchase from Penn Care, 1317 North Road, Niles, Ohio 44446, a 2026 Ford F550 4X4 Braun Select Ambulance.

SECTION II: That the sum of Three-Hundred Sixty-Nine Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$369,925.00) or so much thereof as may be needed, be and the same is hereby appropriated from the appropriate funds.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted at an open meeting of this Council and the 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: 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 inhabitants and for the further reason that this Resolution is necessary to provide updated equipment to ensure continuation of Fire/EMS services for the Village and its inhabitants without due delay.

WHEREFORE, this Resolution 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: _____, 2026.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Solicitor

Whitehouse

Operations Report and Status Update August 4, 2026

DEPARTMENT UPDATES

Administration-

Police-

- Hired a new full-time Police Officer, Jonathan Legrand (has over 2 years prior police service)
- Completed the Department's annual Use of Force Training compiled of firearms, taser, pepper spray, baton and stop stick training. Both practical exercises and written testing.
- Continue to complete required continued professional training (CPT) and additional individualized technical training.

Fire-

- Letter to purchase new EMS equipment (attached).
- June 2026 statistics (attached)

Public Service-

- Hydrant painting in process
- Cemetery Road resurfacing project completed

SAFETY AND HEALTH REPORT

01-06-26 None

ZONING

08-04-2026

1. **Permits (Total Count for 2026):**
 - 3 New Homes
 - 47 Contractor Registrations
 - 1 Commercial Building
 - 16 Fence Permits
 - 14 Shed Permits
 - 5 Non-Temporary Sign Applications
 - 0 Temporary Sign
 - 10 Pool Permits
 - 2 Garage Permits
 - 5 Deck Permits
 - 2 Driveway / Sidewalk
 - 4 General zoning permits (additions, etc.)
2. **Zoning Cases:** None for 2026
3. **Zoning Report:** (Attached) 2026 Current

COMMUNITY DEVELOPMENT

01-20-26

Special Events

1. Coffee Event – March 14th

2. Easter Event – March 21st
3. Third Grade Tour – May 2026
4. Third Grade Mock Council – May 2026
5. Cherry Fest – June 11th, 12th and 13th
6. Summer Concerts – May 21st, June 18th, and July 16th
7. Community Garage Sales – June 19th – 20th
8. Safety Town – June 22nd -26th
9. Dancing in the Park – TBD
10. Founders Day – July 2nd
11. 25th Anniversary of 911 - TBD
12. Halloween – October 31st
13. Christmas Tree Lighting and Parade – December 5th

SUBDIVISION DEVELOPMENTS

06-02-26

1. Whitehouse Square Townhomes Surveying Began April 2025. Starting work late 2025 early 2026. Infrastructure began (February 2026) Water, Storm and Sanitary Sewer Installed (March 2026). Proof roll of road completed May 2026.

STREETS

08-04-26

1. **Finzel Road Improvements** – Resurfacing 4600’ of Finzel Road from SR64 Roundabout to Anthony Wayne Jr. High School. This is a Surface Transportation Block Grant (STBG) funded project. Project cost is anticipated to be \$644,730 and grant funding is \$466,180. Project year is 2028. Scope Walk through Scheduled (10/22/25).
2. **Cemetery Rd. Improvements** - Resurfacing 3000' of Cemetery Rd. From the Wabash Trail to Weckerly Rd. OPWC funding 2026 project year. Pre Construction Meeting held on 9/23/25. Bore samples in November of 2025. Next phase going out to bid (February 2026) Bid Opening Completed (March 2026). Contract awarded to Bowers Asphalt & Paving (April 2026). Begin project July 2026. Project Completed July 2026
3. **Steeplechase/Blue Prairie Improvements** – OPWC funding for 2027. Stockton Blvd, Belmont Circle, parts of Preakness Ln, Rockingham Ln, N. Blue Prairie and part of E. Blue Prairie. Going out to bid for engineering in August 2026.

PARKS & RECREATION

08-04-26

1. **Park Sign & Front Park Design** – Reconstruction of Whitehouse Park sign and Landscape design for front of park along Providence St. between St. Louis and Lucas St. Working with Edge Group on Concept May 2025. Projected fall 2025 start. Work Started (10/16/2025) Grant funding applied for to finish (10/29/2025) Sign Stone work Completed (November 2025). Etched metal design done. (02/12/2026). Sign installed May 2026. Park sign – received \$175,000 capital improvement grant in June 2026.
2. **Story Book Walk** – Installation completed March 2025. Researching ideas on new books. 4 new books purchased (January 2026)
3. **Shelter house Improvements** - Upgrade to a 4 seasons facility. Start date Fall Projected start date Fall 2025. Furnace and AC installed (January 2026). Ceiling and Lighting completed (March 2026) Project Complete (April 2026)

4. **Caboose Maintenance** - Repair holes in metal and repaint exterior. Start Date 2025 Projected start date Fall 2025. Cleaned out and ready to start repairs (10/10/2025). Repair and paint Summer 2026.
5. **GaGa Ball** – Research and cost estimate (April 2026). Install Fall 2026.
6. **Pedestrian Hybrid Beacons** - Awarded Abbreviated Safety Grant from ODOT for Pedestrian Hybrid Beacons to be installed on St. Rt. 64, One at the crosswalk by Indianapolis St. that connects the Village Park with Blue Creek Metropark and one at the crosswalk at Whitehouse Square Boulevard. The grant is 90% grant, 10% local match and is for \$432,000.00 total, \$388,000.00 grant and \$43200 matching funds. Design FY 2027 and Installed in FY 2028. (April 2026)

WATER **08-04-26**

1. **Elevated Storage** - A new .5MG Water Tower is currently in the design engineering phase. Design engineer is Poggemeyer Design Group. Grant awarded for construction of new .5 MG Elevated Water Storage Tower - \$1,874,138.00. Plans to OEPA for review. Bid opening-July 12th. Apparent low bidder-Maguire Iron for \$2,753,000. Awaiting award. Awarded to Maguire Iron. Anticipated to start mid-November. Start date pushed back to February. Groundbreaking occurred in February 2025. Foundation Poured (March 2025). Site work being completed for steel (April 2025). Steel work has begun (May 2025). Stages of water tower constructed painting in July (June 25, 2025). Tower erected July 15, 2025. Painting will be end of July. Project completion estimated November 2025. Painting to begin August 2025. Painting moved to September. Painting began 9/30/2025. Painting Completed (10/14/2025) Mixer and Sprayer installed. Cathodic Protection installed. December 7 projected substantial completion date (10/29/2025). Waiting on SCADA to be installed estimated completion March 2026. (2/12/2026). Waiting on Edison to connect electric to tank (5/26/2026). Water Tower in operation-July 2026.

WASTE WATER **08-01-25**

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. Awarded to Mark Shaffer's Excavating & Trucking for \$2,486,185.00. Construction Spring 2021-Project started March 2021. Presently on hold-delay in material acquisition. Material acquired-construction has resumed. Cemetery Rd closing July 26th for 35 days. Cemetery Rd. & Wabash Cannonball Trail are open. Currently constructing final connections at Logan and Field Ave. All underground construction completed. Earth work & pavement restoration is underway. Final clean up completed. Awaiting project closeout.
2. **Sanitary Sewer Collection System Evaluation** – Contacted with Jones & Henry to review sanitary sewer inspection data and make recommendation for future maintenance efforts. Recommendation to perform cast in place sectional liners and rehab manholes. Estimated project cost \$1,050,456.00. Council approved project for Water Pollution Control Fund nomination. Jones & Henry to make application – Fall 2024. Announced as an intended project for funding through Water Pollution Control Loan Fund for 2026.

3. **Force Main Hydrogen Sulfide Mitigation** – Working with OHM on testing for solutions. Oxygenation system is not a recommended option we do not have enough flow and head pressure to make it optimal (10/14/2025).

STORM SEWER

06-02-26

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. Petitions to be filed with Lucas County. Ditch petition hearing to begin Spring 2021. Petition Filed. First reading held 12-2-21. Approved by unanimous vote to continue with determining the need for ditch maintenance and costs. Expected to take 24 months to gather information. Lucas County Representatives will be at Whitehouse answering ditch petition questions on July 30, 2024 – 4-8 p.m. Final Hearing is August 6, 2024 at 2 p.m. at the Lucas County Commissioners. Hearing postponed. Recessed to July 15, 2025. Mayor has been meeting with Lucas County and other Elected officials looking for alternative source funding. Lucas County Commissioners approved August 2025.
2. Loan Oak Ditch Cleaning – In progress. Cleaned from SR 295 to Oak Brook (May 2025) Completed May 2026.

SANITATION

10-07-25

1. Established 2025 bulk drop off/curbside dates. The drop-off dates will be January 3rd-4th & 10th-11th, March 21-22. The curbside pickup dates will be June 28th, September 27th. Total Residents served for January was 377. March Drop off 189 residents served (206 loads). Recycled 3000lbs of steel (April 2025). June Curbside 1563 homes and 69 tons of refuse. September Curbside 1607 Homes and 58.25 tons of refuse.
2. Established 2026 bulk drop off/curbside dates. Drop off dates are 1/2,1/3,1/9,1/10, 3/27,3/28. Fridays are 8:30am – 4:00pm and Saturdays are 8:00am – Noon. Curbside cleanups are 6/27 and 9/26.

MISCELLANEOUS

02-01-26

None

INCOME TAX AND JEDD/JEDZ

08-04-26 Income Tax

1. **Whitehouse Income Tax Collections (As of June 30, 2026)**
 - a. 2026 = \$2,228,691.03
 - b. 2025 = \$2,190,514.23
 - c. Year to Date Comparison = 1.76% Increase
2. **MTJEDD (As of June 30, 2026)**
 - a. 2026 Gross Collections = \$844,906.73
 - b. 2026 Whitehouse Disbursement = \$116,223.09
3. **STJEDZ (As of June 30, 2026)**
 - a. 2026 Gross Collections = \$1,482,608.99
 - b. 2026 Whitehouse Disbursement = \$311,875.72

Whitehouse Fire Department



June Response Report

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Total Incidents June 2025 - 93

Total Incident June 2026 - 94

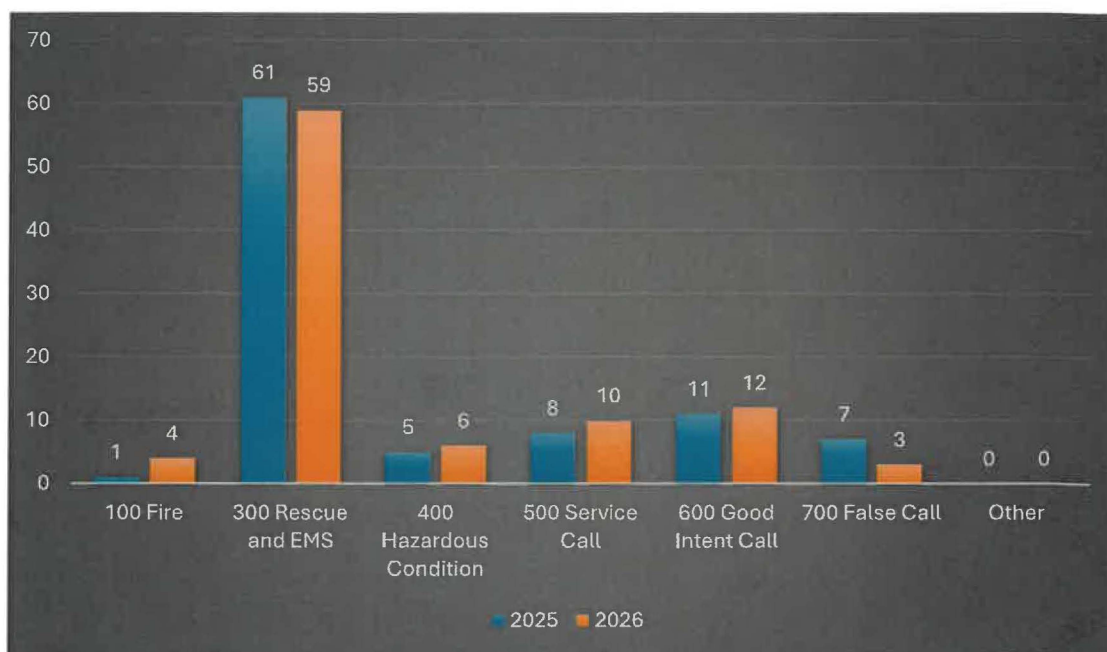
Percent Increase / Decrease – 1% Increase

Year to Date 2025 - 539

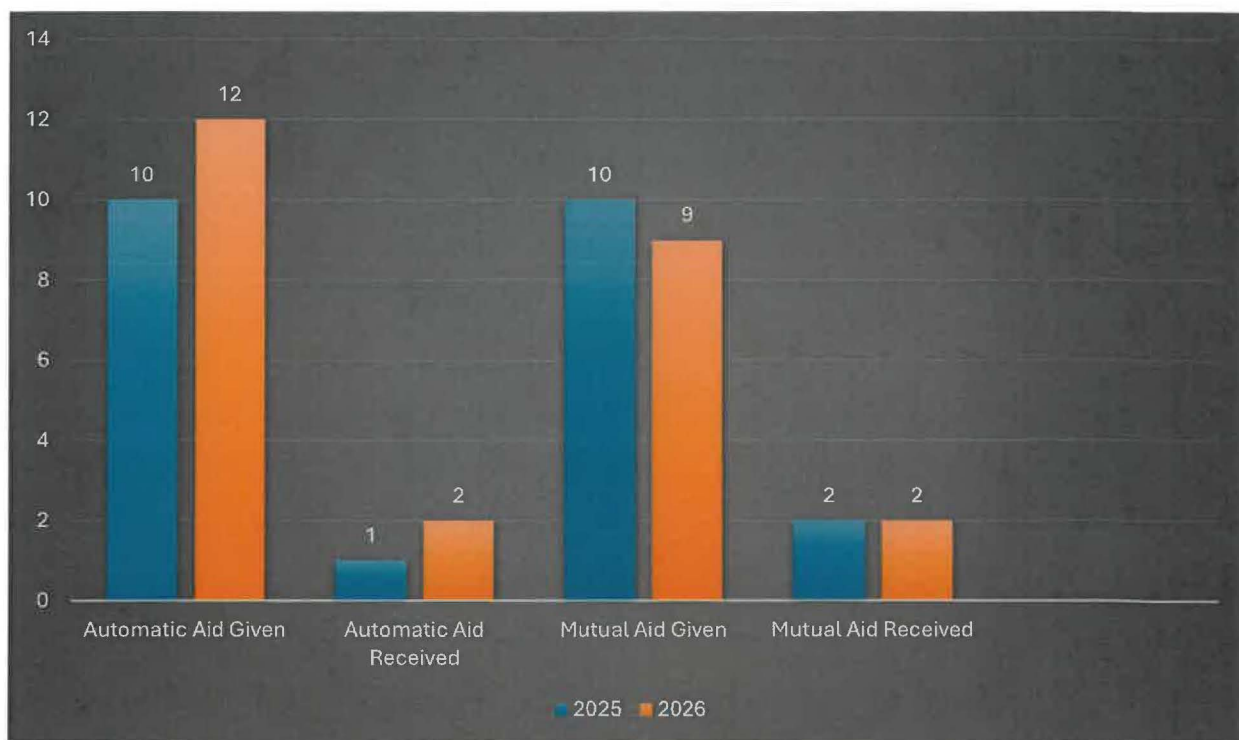
Year to Date 2026 – 573

Percent Increase / Decrease – 6% Increase

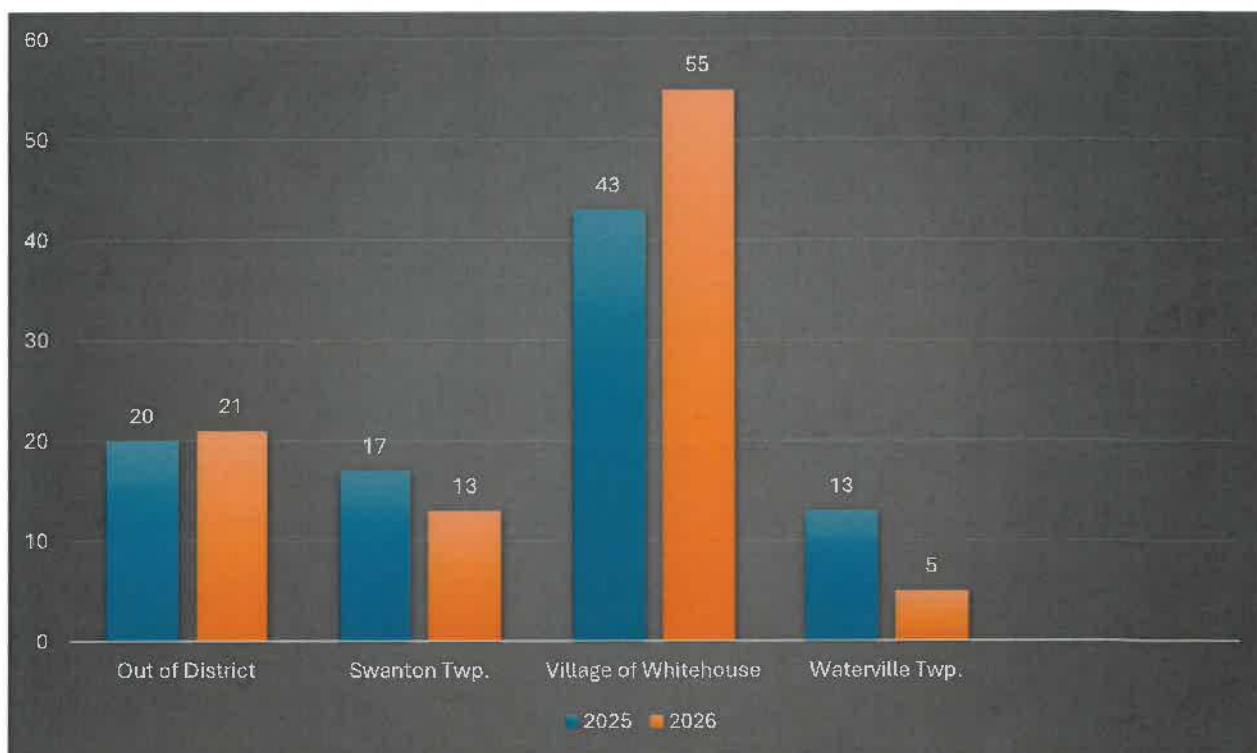
Incident Types



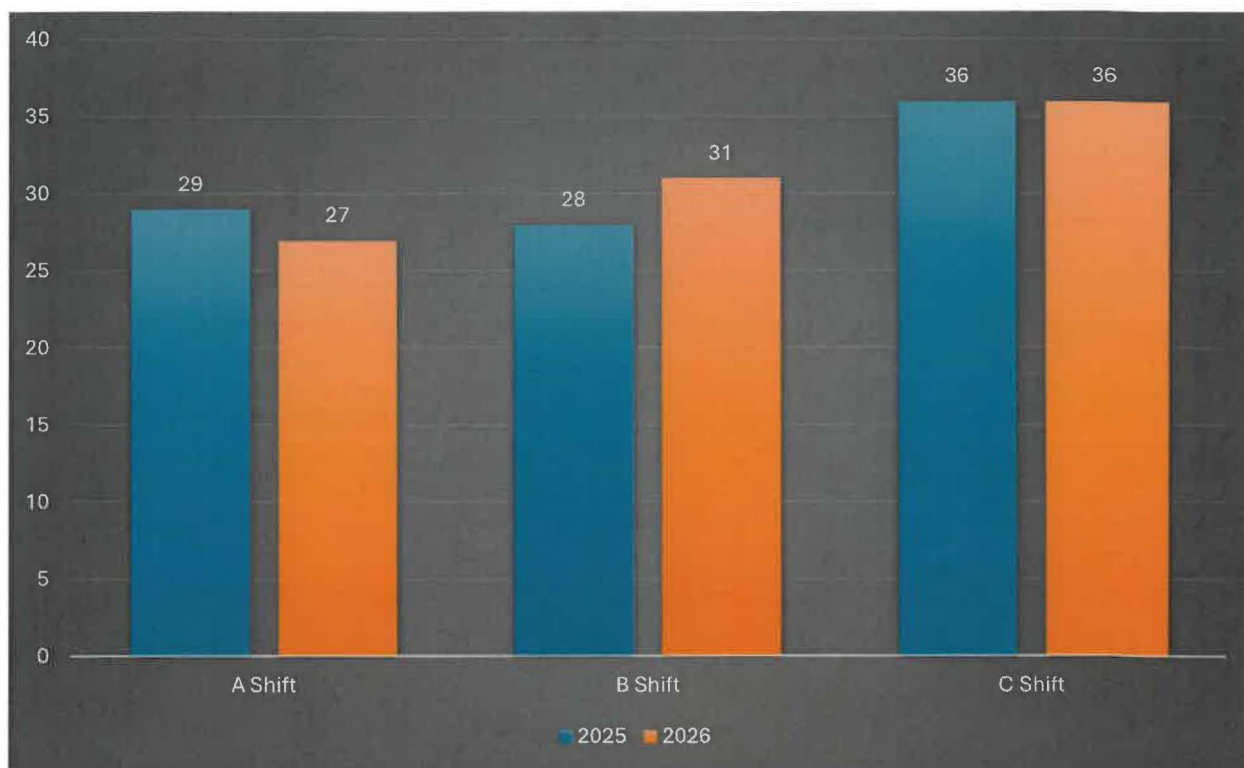
Mutual Aid



Districts



Incident by Shift



Incidents by Hour

Alarm Time	2025	2026
00:00	2	1
01:00	1	1
02:00	2	2
03:00	1	0
04:00	1	4
05:00	0	1
06:00	3	3
07:00	5	2
08:00	5	4
09:00	5	6
10:00	4	2
11:00	7	6
12:00	8	5
13:00	3	8
14:00	3	10
15:00	7	4
16:00	5	4
17:00	8	5
18:00	4	6
19:00	7	3
20:00	2	9
21:00	0	1
22:00	5	2
23:00	5	5

Notes:



WHITEHOUSE OHIO

FIRE DEPARTMENT

Jason Francis
Fire Chief

MAYOR

RICHARD BINGHAM

COUNCIL

LOUANN ARTIAGA
STEVE FINE
JOSEPH BUBLICK
CARRIE TUOHY
DAVID RIGGENBACH
LARRY YUNKER

July 27, 2026

Mayor and Members of Village Council:

I respectfully request Council's approval to purchase new emergency medical equipment from Stryker to replace the Whitehouse Fire Department's aging EMS equipment. This EMS equipment was previously discussed during a Committee of the Whole meeting on January 13, 2026, the equipment is included in the department's 10-Year Cooperative Capital Equipment Plan and is within budget using Co Op funds. The cost of the equipment is \$81,635.67 per year for eight years. This recommendation is the result of several months of evaluating equipment from multiple manufacturers, conducting field trials with our personnel, and carefully considering both the operational and financial value of this investment. After your review for a month, the goal is to approve the purchase of the listed EMS equipment at September's Council meeting through Legislation.

The equipment carried on our ambulances is one of the Village's most important public safety investments. Every day, our firefighters and paramedics rely on this equipment to provide lifesaving care to residents and visitors experiencing medical and traumatic emergencies. Much of our current equipment has reached or exceeded its expected service life, is becoming increasingly expensive to maintain, and several components are no longer considered serviceable. Continuing to rely on aging equipment increases the risk of equipment failure and could compromise patient care.

Over the past several months, the department evaluated ambulance cots and power load systems from both Stryker and Ferno, as well as cardiac monitors from Stryker and Zoll. While both manufacturers produce quality equipment, each system has its own strengths. After extensive evaluation and real-world field testing, our personnel unanimously concluded that Stryker provides the best overall solution for our department.

The Stryker LIFEPAK monitor offers several operational advantages, including a dual-battery design that provides uninterrupted operation during extended incidents, unlike the single-battery design of the Zoll monitor. The LIFEPAK also features 15-lead ECG capability and an integrated modem that allows patient information to be transmitted directly to receiving hospitals. Although Zoll offers similar transmission capabilities, it requires a separate modem with its own charging system, creating additional equipment for crews to manage.

We also evaluated ambulance cots and power load systems from both manufacturers. After reviewing safety, ease of operation, reliability, and long-term service support, Stryker again proved to be the superior choice.

The proposed purchase includes:

- Three Power-PRO XT Power Cots
- Three Power-LOAD Systems
- Three Power Stair Chairs
- Three LIFEPAK Cardiac Monitors
- One LUCAS Mechanical CPR Device
- Seven Automated External Defibrillators (AEDs)

EMS Equipment

Continued from Page 2

One of the greatest advantages of this proposal is equipment standardization. By selecting a single manufacturer for our frontline EMS equipment, we simplify training, increase provider confidence, streamline maintenance, and consolidate repairs, preventive maintenance, battery management, software updates, and warranty service under one vendor. Instead of managing multiple service contracts and contacting several companies for repairs, one phone call addresses virtually all of our major EMS equipment needs.

From a financial standpoint, Stryker also provides the best overall value. Their proposal includes group purchasing discounts, a 40% discount on seven AEDs, enhanced trade-in allowances for our existing monitors, reduced freight costs, discounted service plans, protection from future price increases, and one comprehensive purchase. Most importantly, both options include a complete eight-year bumper-to-bumper warranty covering repairs, preventive maintenance, inspections, batteries, software updates, and all service. This provides predictable budgeting while eliminating unexpected repair expenses throughout the life of the agreement.

Stryker has provided two purchasing options: Both options include Whitehouse turning in our old equipment to Stryker for disposal.

Option 1: Equipment originally manufactured for another department but returned before being placed into service. The equipment is brand new, still in its original packaging, and includes the same comprehensive eight-year warranty and service plan.

Eight-Year Financed Cost: \$81,635.67 per year

Option 2: Brand-new equipment manufactured specifically for the Whitehouse Fire Department.

Eight-Year Financed Cost: \$86,022.28 per year

After reviewing both options, I recommend **Option 1**. It provides the exact same equipment, warranty, and service coverage as new factory-built equipment while saving the Village approximately **\$35,200.00**.

This investment will provide our personnel with reliable, standardized equipment that enhances patient care, improves operational efficiency, and provides predictable costs for the next eight years. I respectfully request Council's approval of this purchase and appreciate your continued support of the Whitehouse Fire Department and the emergency services we provide to our community.

Respectfully,

Jason Francis

Case #	Topic	Status	Date Entered	Date Due	Assigned To	Address
<u>CE-25-0008</u>	Property Maintenance	Open	03/25/2025	05/06/2026	Jennifer Herman	10820 WATERVILLE ST
<u>CE-26-0006</u>	Property Maintenance	Open	03/03/2026		Jennifer Herman	6711 GILEAD ST
<u>CE-26-0010</u>	Abandoned Vehicles	Open	05/13/2026	06/30/2026	Jennifer Herman	6863 WESTWYCK DR
<u>CE-26-0026</u>	Property Maintenance	Open	07/24/2026	07/31/2026	Jennifer Herman	11033 WABASH AVE