

**Village of Russells Point
Regular Council Meeting
Council Chambers**

Meeting Agenda February 16, 2021

1. Call to Order
2. Roll Call
3. Approval of Previous Meeting Minutes – March 1, 2021
4. Approval of Special Meeting Minutes – March 4, 2021
5. Reports
 - a. Fiscal Officers Report
 - b. Maintenance Team Report
 - c. Zoning Report
 - d. Police Report
 - e. Park Board Report
 - f. EMS Report
6. Ordinances and Resolutions
 - a. Resolution 21-950 Roger Brown Contract
7. Citizen's Comments
8. Old Business
 - a. Neighborhood Revitalization Grant
 - b. Community Concert
9. New Business
 - a. Virtual Meetings
 - b. Farm Property
10. Next Council Meeting – **Monday, April 5, 2021**
11. Adjournment
12. Upcoming Meetings
 - a. BPA – March 22, 2021 at 6:00 p.m.

**INDIAN LAKE OHIO
VILLAGE OF RUSSELLS POINT
COUNCIL MEETING**

MEETING MINUTES

March 1, 2021

Due to COVID-19 this meeting was held by public teleconference via GoToMeeting.

Mayor Reames called the Meeting to order at 7:00 p.m.

Roll Call: Ms. Joan Hinterschied, present; Mr. John Huffman, present; Ms. Kelly Huffman, present; Mr. Greg Iiams, present; Ms. Joan Maxwell, present; Ms. Shannon Stinemetz, present.

Recorder: Fiscal Officer Jeff Weidner

Guests: Ms. Dianne Gauder, Mayor's Court Clerk
Ms. Sharon DeVault, 209 Elliott Rd., Russells Point

Minutes: **February 16, 2021 Council Meeting**

Ms. Joan Hinterschied moved to approve the February 16, 2021 Council Meeting Minutes as submitted. Ms. Shannon Stinemetz seconded the motion.

*The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea;
Mr. Greg Iiams, yea; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.*

The motion passed: 6 yeas – 0 nays

Reports: **Mayor's Court Report –**

The February 2021 statement for Mayor's Court showing Village revenue of \$692.00 was presented to Council for approval.

Ms. Joan Hinterschied moved to approve the February 2021 Mayor's Court Statement as submitted. Ms. Shannon Stinemetz seconded the motion.

*The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea;
Mr. Greg Iiams, yea; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.*

The motion passed: 6 yeas – 0 nays

Indian Joint Fire District Report –

Ms. Joan Maxwell provided a written report on the February 16, 2021 meeting. Council had no questions.

Parks Report –

Ms. Joan Hinterschied referred to the prior meeting discussion of contracting with an individual for park maintenance. In addition to regular maintenance of the parks, there are other small projects that this person would be able to work on that have not been completed yet. There was \$2,000 budgeted in 2021 for this purpose.

Ms. Joan Hinterschied made a motion to contract an individual for park maintenance to be paid \$10.00 per hour for an estimated 10 hours per week, not to exceed the \$2,000 budget.

Ms. Shannon Stinemetz seconded the motion.

*The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea;
Mr. Greg Iiams, nay; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.*

The motion passed: 5 yeas – 1 nays

The board continues to look for more volunteers for the community build project to install the new playground equipment at the municipal building. Information on the project will be put on the parks Facebook page.

ORDINANCES & RESOLUTIONS: None

CITIZEN COMMENTS: None

OLD BUSINESS:

A. Neighborhood Revitalization Grant

Ms. Diewald from CDC of Ohio is still compiling the information received from the surveys and will report the findings at the next council meeting.

NEW BUSINESS:

A. Contract with Roger Brown

Mayor Reames reported that since the split and reassignment of the zoning and code enforcement duties to Ms. Gauder and the police department, that the need for Mr. Brown is limited to larger projects and new builds. Mr. Brown has requested an increase in the hourly rate of his current contract from the current \$17.00 per hour to \$20.00 per hour. Before making amendments to the contract and preparing legislation, the Mayor asked if council would approve of the increase.

Ms. Shannon Stinemetz made a motion to approve of the rate increase to \$20.00 per hour. Ms. Joan Maxwell seconded the motion.

The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea; Mr. Greg Iiams, yea; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.

The motion passed: 6 yeas – 0 nays

The contract will be amended as approved and will be presented to council at the next meeting.

B. Community Concert

Mayor Reames received information from a group that promotes positive messages through music. They are interested in performing in the area. The cost for their services is \$1,500 total and the only thing they would need in addition is electrical hookups for their equipment. The Mayor thought that this might be a good program to hold in the municipal building park this summer. She will forward any further information as it is received.

C. Easter Egg Hunt

The annual Easter Egg Hunt will be held April 3, 2021 at 12:30 at the municipal building park.

D. Special Meeting

Due to the nature of the meeting, Mayor Reames would like for all council members meet in person for the special meeting scheduled for Thursday, March 4, 2021 at 7:00 p.m. Due to a conflict of one of the members, the time was changed to 7:15.

Ms. Joan Maxwell made a motion to adjourn the meeting and seconded by Ms. Shannon Stinemetz. The meeting was adjourned at 7:27 p.m.

Next Ordinance: 21-1188 Next Resolution: 21-950

Next Council Meeting: Monday, March 15, 2021 at 7:00 p.m.

Fiscal Officer Jeff Weidner

Mayor Robin Reames

Date Passed

**INDIAN LAKE OHIO
VILLAGE OF RUSSELLS POINT
SPECIAL COUNCIL MEETING**

MEETING MINUTES

March 4, 2021

Purpose: For conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending court action.

Mayor Reames called the Meeting to order at 7:15 p.m.

Roll Call: Ms. Joan Hinterschied, present; Mr. John Huffman, present; Ms. Kelly Huffman, present; Mr. Greg Iiams, present; Ms. Joan Maxwell, present; Ms. Shannon Stinemetz, present.

Recorder: Fiscal Officer Jeff Weidner

Guests: Ms. Marie Hendel (phone)
Mr. Dave Wallace
Ms. Lynnette Dinkler, Solicitor

Executive Session:

Mr. Greg Iiams made a motion to go into executive session at 7:17 p.m. pursuant to ORC 121.22, Section G for conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending court action and include Mr. Dave Wallace, Ms. Marie Hendel (by phone conference) and Solicitor Dinkler. Mr. John Huffman seconded the motion.

*The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea;
Mr. Greg Iiams, yea; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.*

The motion passed: 6 yeas – 0 nays

Mr. Greg Iiams made a motion to come out of executive session at 8:02 p.m. Mr. John Huffman seconded the motion.

*The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea;
Mr. Greg Iiams, yea; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.*

The motion passed: 6 yeas – 0 nays

With no further action or business, Ms. Joan Maxwell made a motion to adjourn the meeting. Ms. Shannon Stinemetz seconded the motion.

The meeting was adjourned at 8:05 p.m.

Fiscal Officer Jeff Weidner

Mayor Robin Reames

Date Passed

FINANCIAL REPORT

FEBRUARY 2021

Beginning pooled balance	\$4,925,450.12
Revenue for the month	\$118,924.59
Expenses for month	<u>\$87,014.22</u>
Ending pooled balance	\$4,957,360.49

BREAKDOWN OF FUNDS

General Fund	\$2,208,753.77
Water Funds	\$2,175,807.83
Remaining Funds	<u>\$572,798.89</u>
Ending pooled balance	\$4,957,360.49

The Village books reconciled with the bank statement.

OTHER NOTES

1. The Indian Lake, Ohio trade name registration has been updated and paid for another five year term.
2. I applied for a rebate on the new HVAC system that was installed at the municipal building through Vectren. We finally received our check for \$900.00 (\$300 for each unit).
3. The final payment on the Huntington Bank loan for the municipal building was made today, the building is now free and clear of all loans/bonds.
4. I have submitted the final COVID-19 funding report to the Office of Budget & Management as required. All funds have been reallocated and expensed out in accordance with the guidelines and the fund has a zero balance.
5. Need to discuss which direction council wants to go regarding the farm property.
6. The new fencing for Leppich baseball diamonds has been ordered.
7. The appraisal for the easement request is complete.
8. Been working with Trithium (our IT company), Spectrum, and CUSI (utility billing software) with setup for the new web payment portal for the water department.
9. Sue and I have both gone through all the training on the new utility billing software. The new software went live with us around February 19th.
10. Working on review of entire personnel policy manual for proposed changes.

Bank Reconciliation

UAN v2021.1

Reconciled Date 2/28/2021

Posted 3/2/2021 2:27:53 PM

Prior UAN Balance:		\$4,925,450.12
Receipts:	+	\$116,169.76
Payments:	-	\$84,224.07
Adjustments:	+	<u>-\$35.32</u>
Current UAN Balance as of 02/28/2021:		\$4,957,360.49
Other Adjusting Factors:	+	<u>\$0.00</u>
Adjusted UAN Balance as of 02/28/2021:		<u><u>\$4,957,360.49</u></u>
Entered Bank Balances as of 02/28/2021:		\$4,962,517.55
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$5,157.06
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	<u>\$0.00</u>
Adjusted Bank Balances as of 02/28/2021:		<u><u>\$4,957,360.49</u></u>

Balances Reconciled

Governing Board Signatures

There are no outstanding receipts as of 02/28/2021.

There are no outstanding adjustments as of 02/28/2021.



275 W. Main Street | Osgood, OH 45351

Page: 1 of 8

Account:

Date: 02/28/2021

**VILLAGE OF RUSSELLS POINT
OPERATING ACCOUNT
PO BOX 30
RUSSELLS POINT OH 43348-0030**

Enclosures 28

***** CHECKING *** NON-INT STATE/POL**

Beginning balance on February 01, 2021

Total Deposits and Credits: 63

Total Checks and Debits: 62

Cycle Service Charge

Ending balance on February 28, 2021

\$	22,651.00
+	115,602.59
-	126,977.22
-	0
\$	11,276.37

Number of days in this statement period: 28

● Account Transactions

Date	Description	DEBITS	CREDITS
02/01	AC HUNT MERCH SVCS DEPOSIT		527.32
02/01	RDC DEPOSIT NUMBER 0000000001		1,305.50
02/01	RDC DEPOSIT NUMBER 0000000001		2,228.61
02/01	CHECK CORRECTION LEANNA/CHARLES GEORGE CK#8767	70.64	
02/01	AC ACHMA VISB BILL PYMNT	272.59	
02/02	AC HUNT MERCH SVCS DEPOSIT		517.07
02/02	DEPOSIT		25.00
02/02	DEPOSIT		167.73
02/02	DEPOSIT		175.00
02/02	DEPOSIT		247.94
02/02	DEPOSIT		595.54
02/02	RDC DEPOSIT NUMBER 0000000001		1,217.30
02/02	AC COSE RECURRING INS PAYMNT	5,663.72	
02/03	AC HUNT MERCH SVCS DEPOSIT		636.82
02/03	AC HUNT MERCH SVCS DISCOUNT	14.21	
02/03	AC HUNT MERCH SVCS FEE	72.35	
02/03	AC HUNT MERCH SVCS INTERCHNG	78.14	
02/03	AC Dental Care Mnthlyprem	288.42	
02/04	AC HUNT MERCH SVCS DEPOSIT		82.14
02/04	AC AFLAC INSURANCE	416.52	
02/05	RDC DEPOSIT NUMBER 0000000001		442.97
02/05	RDC DEPOSIT NUMBER 0000000001		1,982.59



275 W. Main Street | Osgood, OH 45351

Page: 1 of 1
Account:
Date: 02/28/2021

VILLAGE OF RUSSELLS POINT
MMDA
PO BOX 30
RUSSELLS POINT OH 43348-0030

Enclosures 0

*** CHECKING *** PUBLIC FUND MM

Beginning balance on February 01, 2021

Total Deposits and Credits: 8

Total Checks and Debits: 0

Cycle Service Charge

Ending balance on February 28, 2021

Number of days in this statement period: 28

Beginning Rate	0.15000
\$	4,911,089.24
+	40,151.94
-	.00
-	0
\$	4,951,241.18

● **Account Transactions**

Date	Description	DEBITS	CREDITS
02/12	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		11,321.05
02/16	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		4,198.53
02/18	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		20,868.44
02/19	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		865.31
02/22	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		1,713.51
02/23	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		206.71
02/24	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		411.22
02/28	INTEREST PAYMENT		567.17

● **Balance By Date**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
01/31	4,911,089.24	02/12	4,922,410.29	02/16	4,926,608.82	02/18	4,947,477.26
02/19	4,948,342.57	02/22	4,950,056.08	02/23	4,950,262.79	02/24	4,950,674.01
02/28	4,951,241.18						

● **Interest Information**

PAYER FEDERAL ID NUMBER..... 34-4322730
INTEREST PAID YEAR TO DATE..... 1,246.76

OSGOOD BANK CONTINUES TO ROLLOUT OUR NEW LOOK. IN
ADDITION TO OUR STATEMENTS AND WEBSITE- YOU WILL SEE NEW
LOGOS AND COLORS ON OUR BRANCHES AND SIGNS IN OCTOBER.

Payment Listing

UAN v2021.1

February 2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
68-2021	02/05/2021	02/05/2021	CH	CenturyLink (Plant)	\$201.46	C
69-2021	02/05/2021	02/05/2021	CH	VECTREN ENERGY DELIVERY	\$592.32	C
70-2021	02/05/2021	02/05/2021	CH	Vectren Energy Delivery	\$912.71	C
102-2021	02/02/2021	02/08/2021	CH	COSE	\$5,663.72	C
103-2021	02/03/2021	02/08/2021	CH	Dental Care Plus, Inc.	\$288.42	C
104-2021	02/03/2021	02/08/2021	CH	Huntington Merchant Services	\$164.70	C
105-2021	02/16/2021	02/16/2021	CH	Waypoint Benefit Solutions, LLC	\$3,351.94	C
106-2021	02/16/2021	02/16/2021	CH	Mastercard	\$1,433.33	C
107-2021	02/18/2021	02/18/2021	CH	Fidelity Security Life (Avesis)	\$60.93	C
108-2021	02/18/2021	02/18/2021	CH	Time Warner Cable	\$415.29	C
109-2021	02/18/2021	02/18/2021	CH	Time Warner Cable (WTP Internet)	\$96.98	C
110-2021	02/19/2021	02/19/2021	CH	Anthem Life Insurance Company	\$129.75	C
138-2021	02/26/2021	03/02/2021	CH	Osgood State Bank	\$24.95	C
8765	02/05/2021	02/05/2021	AW	American Water Works Association	\$328.00	C
8766	02/05/2021	02/05/2021	AW	Bellefontaine Examiner	\$89.22	C
8767	02/05/2021	02/05/2021	AW	Holt Automotive	\$74.68	O
8768	02/05/2021	02/05/2021	AW	LOGAN COUNTY ELECTRIC COOPERATIVE	\$50.00	C
8769	02/05/2021	02/05/2021	AW	Logan County Sewer District	\$91.00	C
8770	02/05/2021	02/05/2021	AW	Donnellon McCarthy Enterprises, Inc.	\$117.43	C
8771	02/05/2021	02/05/2021	AW	MASI-Mobile Analytical Services, Inc.	\$133.10	C
8772	02/05/2021	02/05/2021	AW	Ohio State Highway Patrol	\$37.00	C
8773	02/05/2021	02/05/2021	AW	Ohio Lumber	\$181.98	C
8774	02/05/2021	02/05/2021	AW	Trithium Solutions	\$483.75	C
8775	02/05/2021	02/05/2021	AW	Waste Management of Ohio	\$108.14	C
8776	02/05/2021	02/05/2021	AW	WREN'S SERVICE STATION	\$150.00	C
8777	02/05/2021	02/05/2021	AW	Postmaster (30 Rent)	\$122.00	C
8778	02/05/2021	02/05/2021	AW	Larry Albanese	\$67.04	C
8779	02/08/2021	02/08/2021	AW	Fidelity Security Life (Avesis)	\$57.71	C
8780	02/16/2021	02/16/2021	AW	Dinkler Law Office, LLC	\$1,357.50	C
8781	02/16/2021	02/16/2021	AW	GALLS, AN ARAMARK COMPANY	\$843.31	C
8782	02/16/2021	02/16/2021	AW	Holt Automotive	\$232.37	O
8783	02/16/2021	02/16/2021	AW	Indian Lake Printing	\$1,040.00	O
8784	02/16/2021	02/16/2021	AW	Logan Cty. Treasurer (Eng-Grit)	\$312.25	O
8785	02/16/2021	02/16/2021	AW	Lakeview Hardware, Inc.	\$246.72	O
8786	02/16/2021	02/16/2021	AW	MASI-Mobile Analytical Services, Inc.	\$121.20	C
8787	02/16/2021	02/16/2021	AW	PIG	\$627.73	O
8788	02/16/2021	02/16/2021	AW	Vance's Law Enforcement	\$409.00	O
8789	02/16/2021	02/16/2021	AW	Ohio Utilities Protection Service	\$228.75	O
8790	02/16/2021	02/16/2021	AW	Robin Reames, RI	\$31.04	O
8791	02/18/2021	02/18/2021	AW	Midstates Recreation	\$24,395.35	C
8792	02/18/2021	02/18/2021	AW	Dad's Towing & Recovery	\$150.00	O
8793	02/18/2021	02/18/2021	AW	WW Williams	\$541.00	O
8794	02/18/2021	02/18/2021	AW	Dale Albert	\$869.50	O
Total Payments:					\$46,833.27	
Total Conversion Vouchers:					\$0.00	

Payment Listing

UAN v2021.1

February 2021

Total Less Conversion Vouchers: \$46,833.27

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

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

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

Cash Summary by Fund

February 2021

Fund #	Fund Name	Fund Balance 2/1/2021	Fund Balance Adjustments	Revenue (excluding transfers and advances in)	Transfers In	Advances In	Total Fund & Adjustments & Revenue	Expenditures (excluding transfers and advances out)	Transfers Out	Advances Out	Fund Balance 2/28/2021	Non-Pooled Balance	Pooled Balance
1000	General	\$2,198,289.11	\$0.00	\$55,353.81	\$0.00	\$0.00	\$2,253,642.92	\$16,889.15	\$28,000.00	\$0.00	\$2,208,753.77	\$0.00	\$2,208,753.77
2011	Street Maintenance	\$267,840.30	\$0.00	\$6,860.12	\$0.00	\$0.00	\$274,700.42	\$3,184.61	\$0.00	\$0.00	\$271,515.81	\$0.00	\$271,515.81
2021	State Highway	\$21,034.85	\$0.00	\$556.19	\$0.00	\$0.00	\$21,591.04	\$0.00	\$0.00	\$0.00	\$21,591.04	\$0.00	\$21,591.04
2041	Parks and Recreation	\$2,858.56	\$0.00	\$0.00	\$25,000.00	\$0.00	\$27,858.56	\$24,385.35	\$0.00	\$0.00	\$3,463.21	\$0.00	\$3,463.21
2081	Drug Law Enforcement	\$6,734.80	\$0.00	\$25.00	\$0.00	\$0.00	\$6,759.80	\$0.00	\$0.00	\$0.00	\$6,759.80	\$0.00	\$6,759.80
2101	Auto Permissive	\$95,604.58	\$0.00	\$451.04	\$0.00	\$0.00	\$96,055.62	\$0.00	\$0.00	\$0.00	\$96,055.62	\$0.00	\$96,055.62
2151	Coronavirus Relief Fund	\$136.16	\$0.00	\$0.00	\$0.00	\$0.00	\$136.16	\$136.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Police 3 Mill	\$62,617.78	\$0.00	\$0.00	\$0.00	\$0.00	\$62,617.78	\$19,811.39	\$0.00	\$0.00	\$42,806.39	\$0.00	\$42,806.39
2903	State Police Training Grant	\$2,385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$2,385.00
4101	Municipal Building	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4203	OPWC Paving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4204	Clean Ohio III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4501	Main Street	\$12,827.02	\$0.00	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$12,827.02
4901	Misc Capital Projects	\$60,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$63,000.00	\$0.00	\$0.00	\$0.00	\$63,000.00	\$0.00	\$63,000.00
5101	Water Operating	\$1,875,566.57	\$0.00	\$53,068.56	\$0.00	\$0.00	\$1,928,635.13	\$21,060.06	\$50,121.40	\$0.00	\$1,857,453.67	\$0.00	\$1,857,453.67
5201	Storm Sewer Operating	\$50,710.93	\$0.00	\$1,072.37	\$121.40	\$0.00	\$51,904.70	\$0.00	\$0.00	\$0.00	\$51,904.70	\$0.00	\$51,904.70
5701	Utility Improvement	\$151,728.30	\$0.00	\$0.00	\$10,000.00	\$0.00	\$161,728.30	\$0.00	\$0.00	\$0.00	\$161,728.30	\$0.00	\$161,728.30
5721	Mortgage Debt Service	\$25,571.86	\$0.00	\$0.00	\$40,000.00	\$0.00	\$65,571.86	\$0.00	\$0.00	\$0.00	\$65,571.86	\$0.00	\$65,571.86
5741	Debt Service Reserve	\$91,054.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$91,054.00
9101	Unclaimed Monies	\$480.30	\$0.00	\$0.00	\$0.00	\$0.00	\$480.30	\$0.00	\$0.00	\$0.00	\$480.30	\$0.00	\$480.30
9901	Mayor's Court-State Costs & Fees	\$0.00	\$0.00	\$1,537.50	\$0.00	\$0.00	\$1,537.50	\$1,537.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Total:		\$4,925,450.12	\$0.00	\$118,924.59	\$78,121.40	\$0.00	\$5,122,496.11	\$87,014.22	\$78,121.40	\$0.00	\$4,957,360.49	\$0.00	\$4,957,360.49

Last reconciled to bank: 02/28/2021 - Total other adjusting factors: \$0.00

Cash Summary by Fund

1/1/2021 to 2/28/2021

Fund #	Fund Name	Fund Balance 1/1/2021	Fund Balance Adjustments	Revenue (excluding transfers and advances in)	Transfers In	Advances In	Total Fund & Adjustments & Revenue	Expenditures (excluding transfers and advances out)	Transfers Out	Advances Out	Fund Balance 2/28/2021	Non-Pooled Balance	Pooled Balance
1000	General	\$2,193,565.20	\$0.00	\$89,203.50	\$0.00	\$0.00	\$2,282,768.70	\$40,136.30	\$33,878.63	\$0.00	\$2,208,753.77	\$0.00	\$2,208,753.77
2011	Street Maintenance	\$264,422.74	\$0.00	\$13,447.66	\$0.00	\$0.00	\$277,870.40	\$6,354.59	\$0.00	\$0.00	\$271,515.81	\$0.00	\$271,515.81
2021	State Highway	\$20,500.82	\$0.00	\$1,050.22	\$0.00	\$0.00	\$21,551.04	\$0.00	\$0.00	\$0.00	\$21,551.04	\$0.00	\$21,551.04
2041	Parks and Recreation	\$2,874.58	\$0.00	\$0.00	\$25,000.00	\$0.00	\$27,874.58	\$24,411.37	\$0.00	\$0.00	\$3,463.21	\$0.00	\$3,463.21
2081	Drug Law Enforcement	\$6,734.80	\$0.00	\$25.00	\$0.00	\$0.00	\$6,759.80	\$0.00	\$0.00	\$0.00	\$6,759.80	\$0.00	\$6,759.80
2101	Auto Permissive	\$95,055.48	\$0.00	\$1,000.14	\$0.00	\$0.00	\$96,055.62	\$0.00	\$0.00	\$0.00	\$96,055.62	\$0.00	\$96,055.62
2151	Coronavirus Relief Fund	\$803.41	\$0.00	\$0.01	\$0.00	\$0.00	\$803.42	\$803.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Police 3 Mill	\$79,626.53	\$0.00	\$0.00	\$0.00	\$0.00	\$79,626.53	\$36,820.14	\$0.00	\$0.00	\$42,806.39	\$0.00	\$42,806.39
2903	State Police Training Grant	\$2,385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$2,385.00
4101	Municipal Building	\$0.00	\$0.00	\$0.00	\$5,878.63	\$0.00	\$5,878.63	\$5,878.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4203	OPWC Paving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4204	Clean Ohio III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4501	Main Street	\$12,827.02	\$0.00	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$12,827.02
4901	Misc Capital Projects	\$60,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$63,000.00	\$0.00	\$0.00	\$0.00	\$63,000.00	\$0.00	\$63,000.00
5101	Water Operating	\$1,856,986.09	\$0.00	\$105,924.07	\$0.00	\$0.00	\$1,962,910.16	\$55,190.66	\$50,265.83	\$0.00	\$1,857,453.67	\$0.00	\$1,857,453.67
5201	Storm Sewer Operating	\$49,499.42	\$0.00	\$2,139.45	\$265.83	\$0.00	\$51,904.70	\$0.00	\$0.00	\$0.00	\$51,904.70	\$0.00	\$51,904.70
5701	Utility Improvement	\$151,728.30	\$0.00	\$0.00	\$10,000.00	\$0.00	\$161,728.30	\$0.00	\$0.00	\$0.00	\$161,728.30	\$0.00	\$161,728.30
5721	Mortgage Debt Service	\$48,708.25	\$0.00	\$0.00	\$40,000.00	\$0.00	\$88,708.25	\$23,136.39	\$0.00	\$0.00	\$65,571.86	\$0.00	\$65,571.86
5741	Debt Service Reserve	\$91,054.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$91,054.00
9101	Unclaimed Monies	\$490.30	\$0.00	\$0.00	\$0.00	\$0.00	\$490.30	\$0.00	\$0.00	\$0.00	\$490.30	\$0.00	\$490.30
9901	Mayor's Court-State Costs & Fees	\$0.00	\$0.00	\$1,537.50	\$0.00	\$0.00	\$1,537.50	\$1,537.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Total:		\$4,937,261.94	\$0.00	\$214,367.55	\$84,144.46	\$0.00	\$5,235,773.95	\$194,299.00	\$84,144.46	\$0.00	\$4,957,360.49	\$0.00	\$4,957,360.49

Last reconciled to bank: 02/28/2021 - Total other adjusting factors: \$0.00

Council meeting 3/15/21

Maintenance Team Report

For the majority of February we have been plowing snow and grit/salt the roads.

We have had no major leaks to our water system so far this winter and only a few residential homes that have been frozen.

We had a work order to turn the water on at 421 Madison which is the old Burger King we were unable to leave it on because of the split meter and many other busted pipes in the building. We had a new 2-inch meter at the water plant which was installed

I received an email from Vermeer on the Hydro vac the factory has acknowledged the order and it looks like the completion date of July 2021. This is much longer than the 6 to 8 weeks that we were told when we started looking into a vac. They are having a hard time getting parts shipped to them just like everyone and that's putting them behind. They will send emails to keep me updated on the build and I will pass it on as I receive it.

A new gas valve regulator was installed on the generator at the water plant the old one would stick sometimes and the generator would not start.

We did 51 work orders for February last year in February we did 31 work orders

We have been sweeping the streets to get the grit clean up.

Took the salt spreader out of the truck and disassembled it washed it all out sanded all the steel parts and painted them.

Repaired storm sewer catch basin.

Put down some cold patch(asphalt) in a couple of spots that developed potholes over the winter.

We are having a contractor come out to the water plant and put the insulation back up that came down in the GAC room it's at the top of the ceiling that is 31 feet high

Installed gravel in the alley that runs between mores and park there are several homes on Park and on Fairview that have parking behind their homes in the alley. Over the winter some potholes have developed.

**ZONING OFFICER
VILLAGE OF RUSSELLS POINT
*Indian Lake, Ohio***

REPORT TO COUNCIL

March 15, 2021

- Last Report to Council was February 16, 2021.
- Several projects are being prepared and reviewed, which will require Residential or Commercial Zoning Permits along with site development.

These include:

- Tear down of existing cottage and replacement with a manufactured home.
 - New residential fencing at two (2) locations.
 - New residential bedroom and bathroom addition.
 - Construction of a new home on vacant land.
 - New residential driveway & Sunroom addition.
 - Tear down of manufactured home & replacement with stick-built home.
 - Commercial site development and construction of a financial banking center.
- Four (4) new Zoning Permits have been issued:
 - Commercial - Corporate rebranding, new signage, exterior painting = 1
 - Commercial - New signage at Senior Living Facility = 1
 - Commercial - Corporate rebranding, interior renovations, exterior painting & landscaping = 1
 - Commercial - New signage for a restaurant at an existing vacant location = 1
- Two (2) new Contractor Registrations have been received.
Current total is 50 Registered Contractors.
- One (1) renewed Abandoned Property Registration has been received.
- The Zoning Officer is working with Councilwoman Joan Hinterschied and Mayor Robin Reames on efforts toward "Downtown Revitalization".
- Existing and proposed drainage review with Village Maintenance Team Supervisor for upcoming commercial development.
- Site Inspections performed at new and open/pending Zoning Permit locations.
This will continue daily and weekly, as necessary.
- Recommended COVID-19 precautions are being taken dealing with the public, paperwork, and funds received.

Respectfully submitted,
Dianne Gauder
Clerk of Court/Zoning Officer/Mayor's Assistant
March 12, 2021

Park Board Minutes, March 8th, 2021

Attendance: Sharon DeVault, Mayor Robin Reames, Chief Joe Freyhof, Scott Staley, Jesse Avila and Joan Hinterschied

Part time contract employee was approved and went over the jobs that needed priority.

JMR-priority is getting the benches placed and birdhouses put out. We have donated 50 pounds of sunflower seeds and last year Sharon DeVault gathered milk weed pods. We need to get them scattered and planted. We need to research the correct way to plant the milkweed in the spring.

Al Leppich Fields-The concession stand has the wrong water hook up. Joan will get with Tim to make sure it's fixed before the season starts. The inmate community service day is March 28th and we will be doing a deep clean on the concession stand itself. Jesse Vila reserved the park for his travelling team for June 11-12-13 and July 23-24-25. Jesse will provide some promotion information to post on Facebook for people to be able to come and watch the games. He is also bringing in a food truck/trash containers and portapotties.

Fairview-Update on Community Garden and the items that are done, we have 5 potato boxes made and enough wood cut to make 2 more. Lowes has donated to us the list we put together for the water system for us. Joan/Scott will continue to work with the school on raised gardens and possible signs and painting for the garden.

Bristol Circle-we are getting a quote for a grill and tetherball to self install. Jeff Weidner is checking for insurance liability for the grill. We will be advertising this on Facebook as the perfect location for family fun day, birthday parties, etc.

Municipal Park-Material is in and discussion on gathering volunteers, Sharon suggested Indian Lake Up to Speed and putting exactly what we need, what they will be doing and tools needed. We still don't have an install date. They are scheduled to call Mayor Robin once it's on the calendar for the install team.

Sincerely Submitted,
Joan Hinterschied

Community Build Outline

Preliminary task, call for utility location 3 days before excavating or digging holes for support posts. Ohio utility protection service call 8-1-1 or 1-800-362-2764 before you dig: it's the law!

Page 1

Prep schedule/tasks

1 - 2 weeks before build day

- Level area in preparation for new playground equipment
- Finalize list of volunteers, 20 needed. (Some will be needed for food prep, childcare, being a "go-fer", keeping workers hydrated – hand out water.)
- Establish plan for restroom facilities, first aid, hydration of workers, meals.
 - Coffee, breakfast bars, donuts, Juice etc. is appreciated.
 - Lunch – Pizza, hotdogs/burgers or sub sandwiches are options.
 - Snacks – Popcorn, fruit, snack bars etc.
- Have a phone meeting with supervisor (Taylor 574-220-1287) and your "foreman" to discuss responsibilities and teams - concrete team, surfacing team, assembly team etc...
- Establish plan for tools needed on site. These are to be provided by owner and/or volunteers. Mark tools with owner's/volunteer's name.
- Tool list (see attached)

- Layout, dig and laser all holes, this needs to be done PRIOR to the start of the community build.
- If needed - protect public from excavations with temporary fencing or caution tape perimeter
- Equipment will be delivered week a couple days before build. Volunteers will be needed to unload. Place playground equipment in secure location until build day.
- Customer is to provide concrete (dry mix bags) for build day, secure w/ tarps to keep bags dry. Concrete bags can be delivered on pallets, or schedule concrete truck to deliver premixed.
- Schedule safety surfacing to be delivered prior to build day. Have driver drop as close to the build site as possible
- Finalize plan for restroom facilities, first aid, hydration of workers, meals.
- Finalize plan for build day tools needed on site to be provided by owner.
- Finalize team leaders to oversee volunteers
- Discuss final prep questions with installer/supervisor

Build day

- Volunteers arrive at established time. We normally start at 8:00. Let me know if this time doesn't work for you.
- Have breakfast available to volunteers – Example – donuts, breakfast bars, coffee, juice.
- Restroom facilities, first aid area and hydration stations should be clearly marked. Have a minimum of 4 bottles of water per person.
- Transport equipment from storage area to build site. Support posts and platforms should be closest to site. Components should be spaced out around site for assembly prior to attaching to structure.
- Unwrap equipment from shipping packaging, this will include bubble wrap, cardboard and tape.
- Dispose of packaging materials. Consider renting a dumpster for trash and pallets. There might be extra soil from the support post that will need to be taken off site.
- Establish teams to work in conjunction with team leaders. Teams for: post and platform, component assembly, concrete mixing and delivery etc...
- Work with installer/supervisor to establish work flow.
- Provide lunch – Example – Pizza, Sub sandwiches, chips, drinks. Have lunch served in shifts, so the work can continue.
- Supervisor will alert teams when concrete is needed
- Make sure adequate volunteers will be available until playground, concrete & safety surfacing is complete. Build can last more than 8 hours.
- When playground structures are installed, battery powered drills will be needed for final riveting of equipment
- Playground to be inspected by installer/supervisor to insure compliance to federal guidelines and manufacturer specifications
- **Play structures should be protected from use for 72 hours after concrete is poured, secure with temporary fencing or caution tape as applicable**



Tool List – Volunteers should mark the tools they bring with their name.

1. Shovels – 2
2. Post hole diggers – 1
3. Wheel barrows – 1
4. 8" & 10" - 12" square hole tamper
5. Spud bar – 5' long
6. Metal rakes – Heavy Duty - not leaf rakes - 2
7. Utility knives -6
8. Levels 2' in length & torpedo levels
9. Socket set - no metric needed (most of the assembly requires 9/16") this is used by everyone make sure to have plenty of ratchet.
10. Concrete pins 18" long – 4
11. Claw Hammers 2
12. Water accessible from site with enough hole to reach all holes on the playground.
13. Cordless drills with drill bit set – 2
14. 1" wide ratchet straps -4
15. Tape measures -2
16. 6' ladder
17. Marking paint- 3 cans
18. Caution tape – 2 rolls
19. Dry mix concrete
 - **Fast Set – (20) 50# bags (Red bags)**
 - o <https://www.homedepot.com/p/Quikrete-50-lb-Fast-Setting-Concrete-Mix-100450/100318521>
 - **Regular – (168) 80# bags (Yellow bags)**
 - o <https://www.homedepot.com/p/Quikrete-80-lb-Concrete-Mix-110180/100318511>
 - Tarps to cover concrete pallets in case of rain
20. **(40) 12" x 12" X 1-½" patio blocks - see sample below**
 - o <https://www.homedepot.com/p/12-in-x-12-in-x-1-5-in-Limestone-Texas-Star-Square-Concrete-Step-Stone-72208/305306974>
21. Rotary laser transit – is needed when digging holes.

By-Laws
Indian Lake EMS Joint Ambulance District

Authority

In order to provide quality ambulance and emergency medical service to the Indian Lake area, the Villages of Lakeview and Russells Point and the Townships of Washington and Stokes, Logan County, Ohio, the above-named entities, hereinafter referred to as "Member Entities," adopted a resolution to create and establish a joint ambulance district under the authority of Ohio Revised Code §§ 505.71; 505.72; 505.721. The entity formed is the "Indian Lake EMS Joint Ambulance District". Any conflict between these by-laws and applicable law is unintentional and shall be interpreted so as to comply with applicable law. All remaining provisions shall remain in full force and effect.

Article 1

Mission & Duty of District

Mission Statement

It is the mission of the Indian Lake EMS Joint Ambulance District hereinafter known as the "District" to provide quality ambulance and emergency medical service to the people within the jurisdiction of its Member Entities. Our commitment is to provide professional and compassionate care and excellence in service.

Section 1.0 – Primary Duty and Philosophy

The primary duty of the District is to promptly respond to all requests for emergency medical care or medical transportation within the boundaries of the District. The Board of Trustees will endeavor that all policies, practices and administrative oversight is such that persons with illness or injury are provided care by qualified staff utilizing effective principles and practices of patient care. The Members of the Board of Trustees and all District employees shall use sound business and/or clinical management skills appropriate to their public office or employment status and shall strive for excellence through on-going training, education and improvement.

Section 1.01 – Mutual-Aid Service

The Board of Trustees of the District, the District may provide mutual-aid service, upon request, to other ambulance districts, townships, municipal corporations, or counties in times of emergency and disaster, provided there are sufficient resources and equipment available and that it will not jeopardize the public health, safety or welfare of the people of the District.

Section 1.02 – Non-discrimination Statement

The Board of Trustees, employees, volunteers or assignees shall not discriminate in providing medical care and/or transportation of patients on the basis of race, sex, age, color, religion, sexual orientation, gender identity, national origin, ancestry, disability, medical condition or ability to pay.

Article 2

District Organization

Section 2.00 – Name and Principal Office

The name of this organization, a political subdivision, shall be the "Indian Lake EMS Joint Ambulance District". The principal office of the District shall be:

301 280 North Oak Street
Post Office Box 6
Lakeview, OH 43331-0006

Section 2.01 – Geographic Description

The geographic area of the District shall include the Villages of Lakeview and Russells Point and the Townships of Stokes and Washington.

Section 2.02 – Leadership and Staff

This organization shall consist of but not limited to ~~a~~: a Board of Trustees comprised of one member appointed by each township or municipal corporation that is a member of the District, Board Clerk, Medical Director, District Chief, Advisory Panel, and a staff including: Chief, Paramedics and Emergency Medical Technicians certified by the State of Ohio. Job descriptions shall be fully defined in the District Operations Handbook, as developed. The District Board shall have a Chairperson. The position of District Board Chairperson shall ~~rotate among the members~~ be voted on annually at the reorganizational meeting. ~~of the municipal and township Member Entities represented on an annual basis.~~ All members of the Board of Trustees of the District shall serve terms of (2) two years. The annual term of the Board Chairperson shall be from ~~January 1 through December 31.~~ the January reorganizational meeting to the next reorganizational meeting.

Section 2.03 – Advisory Panel

The District Advisory Panel shall consist of such number of persons as may be provided, from time to time, by Resolution of the District Board. The Advisory Panel shall be appointed by the District Board, by Resolution, to serve at the pleasure of the Board; provided that the Board of Trustees establishes the goals, objectives and tasks to be performed by the Panel, its duration and any applicable time constraints at the time of the formation. The Board of Trustees shall appoint an Advisory Panel Chairperson. The Advisory Panel may meet from time to time as they may decide, and may advise and consult with the Board of Trustees on any matter relating to the business, property, operation or affairs of the District, but their recommendation shall be advisory only, and shall not be mandatory upon the Board of Trustees. The Advisory Panel in such capacity shall have no right to notice or to vote at any meeting and shall not be considered for purposes of establishing a quorum. The Board of Trustees also may refer any matter to the Advisory Panel for their opinion or advice, and the Advisory Panel shall consider any such matter promptly, and the Chairperson of the Advisory Panel shall report such findings, opinions, or advice to the Board as promptly as possible.

Article 3

Board of Trustees, Board Clerk and Medical Director

Section 3.01 – Board Terms

All members of the Board of Trustees of the District shall serve terms of (2) two years, ~~except the appointments beginning calendar year 2017, Trustees of the Village of Russells Point and Township of Stokes will serve (3) three year terms.~~ In the event that a member is appointed to replace and unexpired term of a member who has resigned or is removed from the board, the unexpired term will be considered a “term”.

Section 3.03 – District Clerk

The District shall employ a Clerk pursuant to R.C. §505.71. The District Clerk shall be able to be bonded and maintain the financial records of the District in accordance with generally accepted accounting principles and perform other duties as required. The District Clerk shall prepare financial statements for each monthly meeting. Accurate meeting minutes shall be taken by the District Clerk at each meeting and presented to the Board of Trustees in a proper and typed format for approval by the Board of Trustees. All meeting dates shall be publicly advertised by the District Clerk In accordance with Ohio Sunshine Laws.

Section 3.04 – Medical Director

A Medical Director shall be appointed by the Board to oversee services provided by the District. The Medical Director shall meet the Board at least once during the fiscal year.

Section 3.05 – Ethics/Conflicts of Interest

The proper operation of the District requires that actions of board members and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code §§102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all District board members, officials, and employees (collectively and independently “employee”):

- A. No employee shall use his or her official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties.
- B. No employee shall, without proper legal authorization, disclose confidential information concerning the property, governance or affairs of the District, nor shall an employee use such information to advance the financial or other private interest of himself or others.
- C. No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the District; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of his or her duties or grant, in the discharge of the employee’s duties any improper favor, service or item of value.

- D. No employee shall represent private interests in any action or proceeding against the interest of the District in any manner wherein the District is a party.
- E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independent judgment or action in the performance of such official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of his or her assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult his or her supervisor, a board member, or legal counsel. Any employee offered a gift or favor who is not sure whether acceptance is a violation of the Code of Ethics, should inform his or her supervisor or board member of the gift offer. The supervisor or board member will make a decision or will refer the individual to legal counsel. No employee will accept from any contractor or supplier doing business with the District, any material or service for the employee's private use.

State law prohibits District employees and officials from having a financial interest in companies that do business with public agencies, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult with an attorney.

Section 3.06 - Records

The Board of Trustees will provide safekeeping of its permanent records and for the recording of the corporate actions of the District. The Board of Trustees will keep a true and accurate account of its receipts and an annual internal audit will be made of its books, records, and accounts. Such books and records shall be made available for inspection by any member of the board upon request by the board member. The District Clerk authorized to receive or retain custody of money, or to sign vouchers, checks, warrants or evidence of indebtedness binding upon the District, will furnish security bond for the faithful accounting of all funds that are to be approved by the Board of Trustees. The costs of all bonds shall be paid for by the District.

Article 4

Board Meetings

Section 4.00 – Regular Meetings, Place, Time and Notice

630 Regular monthly meetings of the Board of Trustees of the District will be held on the ~~last~~ ~~Second~~ Wednesday of the Month, unless ~~the~~ otherwise scheduled. The Clerk shall issue notice before each meeting in accordance with Ohio's Open Meeting Act. Meetings will typically be held at 6:00 pm at the Indian Lake EMS Joint Ambulance District building unless another location is designated by the Board. The District Chairperson shall preside over all meetings of the Board. All business and meetings of the District Board of Trustees and District business shall be conducted in compliance with Ohio's Open Meeting Act and rules and regulations contained herein.

Section 4.01 – Annual Meetings

An annual meeting of the District Board Members shall be held on the second Wednesday of February of each calendar year at the Council or Trustee chambers of one of the Member Entities. Notice of the date, location, and time shall be issued in accordance with State of Ohio Sunshine Laws.

Section 4.02 – Special & Emergency Meetings

In the event the District conducts a special or emergency meeting such meetings will be scheduled and conducted in accordance with Ohio's Open Meeting Act.

Section 4.03 – Quorum

A majority of the Board of Trustees constitutes a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Trustees are present at any meeting, a quorum is not met and no official meeting or business may be transacted.

Article 5

Employees

Section 5.00 – Employees

Pursuant to R.C. §505.72 the District shall provide for the employment of such employees as it considers best, and shall fix their compensation. Such employees shall continue in office until removed as provided by R.C. §733.35 to 733.39. To initiate removal proceedings, for such purposes, the Board shall designate a private citizen to investigate the conduct and prepare the necessary charges in conformity with R.C. §733.35 to 733.39. The Board may pay reasonable compensation to such person for the person's services.

Article 6

Banking, Accounting & Records

Section 6.00 – Fiscal Year and Audits

The District Board of Trustees shall be responsible for and approve the method of accounting and bookkeeping of the District and for the revision of same. ~~An Annual audit shall be performed by a qualified third party or CPA as determined by the Board of Trustees.~~ Audits are performed under the direction of the Ohio Auditor of State and will be performed by his or her staff or by an independent audit firm selected by the State. The fiscal year for the District shall be January 1 through December 31.

Section 6.01 – Choice of Bank

The Board of Trustees shall choose the depository banking institution within the District to conduct any or all of its banking business. If no suitable banking institution is available within the District, the Board of Trustees shall choose a banking institution within Logan County. Any special loan or project related loan/grant may be conducted at a banking institution as needed and approved by the Board.

Section 6.02 – Monthly Financial Statement to Board

A monthly financial statement showing income, expenditures, and pending income shall be prepared by the District Clerk and presented to the Board of Trustees at each regular monthly meeting of the Board.

Article 7

District Property and Service

Section 7.00 – Sale of Property

Sales of property owned by the District shall be done by sealed bid or auction/internet bid by Board Resolution.

Section 7.01 – Bids Awarded on Best Value

All bids awarded for the purchase of property or services may be awarded by Board Resolution on the basis of “best value” which may not equal lowest bid.

Section 7-02 – Contributions, Gifts, Bequest and Etcetera

The Board of Trustees may accept on behalf of the District any deed, contribution, gift, bequest, or device for the general purpose of, or for any special purpose or need of the District. Any person desiring to donate property for the benefit of the District shall vest title and or interest of the property so donated to the Board of Trustees, and the Board of Trustees shall hold and control the property according to the terms of the deed, gift, device of bequest of the property.

Article 8

Amendments

Sections 8.01 – Amendments

Any amendment, alteration, suspension or repeal in whole or in part of these By-Laws shall be proposed at any meeting of the Board of Trustees and shall be presented to and reviewed by each of the Member Entities represented for ratification at the District's next regular meeting following the proposed amendment, alteration or suspension request by the Board of Trustees.

Adopted this _____ day of _____, 2021.

Washington Township

Stokes Township

Village of Russells Point

Village of Lakeview

RESOLUTION NO: 21-950

**A RESOLUTION AUTHORIZING THE MAYOR OF RUSSELLS POINT, OHIO TO
ENTER INTO AN AGREEMENT WITH ROGER BROWN TO PERFORM
CONSULTATION SERVICES AS AN INDEPENDENT CONTRACTOR AND
DECLARING AN EMERGENCY IN THE VILLAGE OF RUSSELLS POINT, OHIO**

WHEREAS, the Village of Russells Point is in need of consultation services for various construction projects and;

WHEREAS, the Village of Russells Point wishes to enter into an agreement with Roger Brown to serve as an independent contractor to perform these duties and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Russells Point, Ohio:

SECTION I: The Mayor is authorized to enter into an agreement with Roger Brown to provide certain consultation services as attached hereto as Exhibit A.

SECTION II: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in such formal action were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.

SECTION III: Council declares this to be an emergency measure necessary to provide continued support for various construction projects. This Resolution shall go into immediate effect provided this Resolution received the required affirmative vote of Council.

Passed in Council this _____ day of _____, 2021.

Robin Reames, Mayor

ATTEST: _____
Jeff Weidner, Fiscal Officer

APPROVED:

Approved as to form:

Lynnette Dinkler
Village Solicitor

INDEPENDENT CONTRACTOR AGREEMENT

By this Independent Contractor Agreement ("Agreement"), entered into by and between the **VILLAGE OF RUSSELLS POINT** ("Village") and **(ROGER BROWN)** ("Contractor"), both parties agree as follows:

Section 1: Responsibilities

A. *Village.* Village agrees to do each of the following:

1. Engage Contractor as an independent contractor to perform the work set forth in paragraph (1)(B) of this Agreement.
2. Meet the terms of all reasonable requests of Contractor necessary to Contractor's performance of work under this Agreement.
3. Furnish space for use by Contractor while during Contractor's performance of work under this Agreement.

B. *Contractor.* Contractor agrees to do each of the following:

1. Provide consultation services for plan review, onsite evaluations and recommendations as needed and requested by the Village of Russells Point.
2. Provide Contractor's IRS-assigned Employer Identification Number to Village.
3. Maintain liability insurance and provide a current copy of the policy to the Fiscal Officer during the duration of this agreement.
4. Perform work under this Agreement in a timely and professional manner and in accordance with village ordinances.
5. Not to disclose to any person, other than an employee of the Village, any documents marked confidential or proprietary or any confidential or proprietary information that is obtained through or results from work performed under this Agreement.
6. Work in conjunction with designated Village of Russells Point personnel or others as assigned by the Mayor.
7. Supply all tools, equipment, and supplies required to perform the work under this Agreement.

Section 2: Compensation

A. Contractor shall be compensated for work under this Agreement at a rate of \$20.00 per hour. Village shall not withhold any money from compensation for any federal, state, or local tax, or for any other reason.

B. Contractor shall have no claim against Village for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of any kind.

Section 3: Invoices

Village shall pay Contractor for any invoices for services submitted to the Fiscal Officer within thirty days of receipt. Contractor shall submit invoices to the Fiscal Officer within thirty days of performing said services.

Section 4: Term of Agreement

This Agreement is retroactive to January 1, 2021 and shall continue until either party issues a notice of termination in accordance with this agreement.

Section 5: Termination

A. Contractor shall be in default under the Agreement if Contractor fails to timely perform or observe any of its obligations under this Contract.

B. Either party may terminate this Agreement at any time by giving 30 days written notice to the other party. Notice shall be given to:

Mayor
Village of Russells Point
433 State Route 708
Russells Point, Ohio 43348

Roger Brown
498 Newford Dr.
Bellefontaine, OH 43311

Section 6: Independent Contractor Status

The parties have independently examined the relationship between them and have concluded that Contractor is acting as an independent contractor in the performance of work under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between Village and Contractor. Contractor is and shall remain an independent contractor in Contractor's relationship with Village.

Section 7: Resolution of Disputes/Applicable Law

Village and Contractor recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, Village and Contractor agree that if any controversy or dispute arises out of or relates to this Agreement, or any breach of this Agreement, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty days. This Agreement shall be governed in all respects by the law of the State of Ohio, shall be binding upon Contractor, its heirs and legal representatives, and shall inure to the benefit of Village, its successors and assigns. The exclusive venue for any dispute arising hereunder, should any controversy, dispute or breach not settle through mediation, shall be in Logan County, Ohio.

Section 8: Indemnification

Contractor shall protect, indemnify, defend and hold harmless Village, Village officers, directors, employees, volunteers, representatives, agents and attorneys of Village and from all suits, actions, losses, costs, damages and expenses (including but not limited to court costs and attorneys' fees) arising from or relating to: (a) any and all claims which may be made against Village by reason of injury or death to person, or damage to property, suffered, or claimed to have been suffered, by any person or entity, caused by, or alleged to have been caused by, any act or omission of Contractor (b) any and all damage to the property of Village, including but not limited to property occupied or used by or in the care, custody or control of Contractor, caused by any act or omission of Contractor (c) any and all claims which may be made against Village by reason of injury or death to person, or damage to property, however caused, or alleged to have been caused (except for injury, death or damage caused by the sole negligence of Contractor), suffered, or claimed to have been suffered by Contractor, notwithstanding the application of the provisions of any applicable state Workers' Compensation law or statute. The obligations of Contractor set forth in this section shall survive expiration or termination of this Agreement.

Section 9. Severability of Clauses.

Each of the sections of this Agreement shall stand independently and severably, and the invalidity of any one section or portion thereof shall not affect the validity of any other provision. In the event any provision shall be construed to be invalid, no other provision of this Agreement shall be affected thereby. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

Section 10. Entire Agreement.

This Agreement represents the entire agreement between the parties, supersedes all prior oral or written agreements, commitments, or understandings with respect thereto and cannot be modified except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

Mayor, Village of Russells Point

Date

Roger Brown, Contractor

Date

Approved as to Legal Form:

Lynnette Dinkler
Solicitor, Village of Russells Point