

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

## RESOLUTION NO. 2016-04

### A RESOLUTION OF THE VILLAGE OF ANTWERP SUPPORTING THE ESTABLISHMENT OF THE MAUMEE RIVER WATER TRAIL AS A DESIGNATED WATER TRAIL BY THE OHIO DEPARTMENT OF NATURAL RESOURCES; AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Toledo Metroparks and Defiance County Soil & Water Conservation District have proposed the establishment of the Maumee River Water Trail as a means to encourage tourism, eco-friendly, educational, historical, cultural and recreational activities on the Maumee River; and

**WHEREAS**, said Water Trail designation must meet the criteria and guidelines for approval by the Ohio Department of Natural Resources.

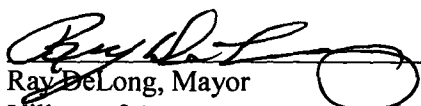
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Council of the Village of Antwerp, Ohio declares its support for the establishment of the Maumee River Water Trail as a means to encourage tourism, eco-friendly, educational, historical, cultural and recreational activities on the Maumee River.

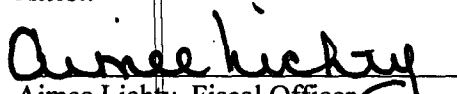
**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason for Council to declare its support in a timely manner, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

**ENACTED THIS** 20 day of June, 2016.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

RESOLUTION NO. 2016-06

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH FOUTS BROS. INC. TO PURCHASE A TANKER TRUCK FOR THE VILLAGE FIRE DEPARTMENT; AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Council of the Village of Antwerp passed Ordinance No. 2016-23 authorizing the advertisement to solicit bids for the Village to purchase a tanker truck to aid in the provision of fire protection services pursuant to Ohio Revised Code § 737.24, said Ordinance passed by an emergency measure on June 10, 2016; and

WHEREAS, the Village advertised for bids to be submitted for the tanker truck to be purchased by the Village and the Village Administrator recommends that the Village award the contract to the lowest and best bidder; and

WHEREAS, Fouts Bros. Inc. submitted the lowest and most responsive bid in the amount of \$202,197.00 to the Village of Antwerp for the tanker truck and the Village Administrator is the proper person to enter into a contract for the purchase of a tanker truck for the Village Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Antwerp, Paulding County, Ohio:

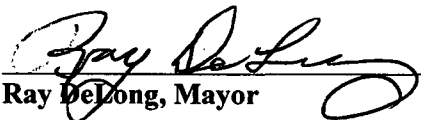
**Section 1.** The Village Administrator is authorized to enter into a purchase agreement with Fouts Bros. Inc. for the purchase of the tanker truck, a copy of such agreement is attached hereto.

**Section 2.** The funds to purchase this tanker truck will be obtained in part from a grant and in part from a loan through the Antwerp Exchange Bank, which loan will be repaid through funds collected from Carryall Township's levy for such purpose. Any funds needed in excess of the loan amount for this purchase shall be paid from the fire fund.

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

**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of a new tanker truck for the well-being and safety of the residents and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

Passed this 17 day of July, 2016.

  
Ray DeLong, Mayor

ATTEST:



IN WITNESS WHEREOF, this Contract Sales Agreement has been duly executed by the parties hereto on the date set forth opposite their name.

To be completed by Fouts Bros. Salesman

Mailing Address of Purchaser:

Village Of Antwerp

Box 1046 118 N Main St

Antwerp, OH 45813

Fire Chief or Primary Contact:

Printed Name: Ray Friend

Title: Fire Chief

Business Telephone Number: (419) 506-1201

Business Email Address: FRIEND FLOORING <friendff@meda

To be completed by Purchasing Entity

Signature:

Title:

Printed Name:

Date:

Signature:

Title:

Printed Name:

Date:

Attests:

Date:

To be completed by Fouts Bros. Inc.

Signature:

Date of Acceptance:

Fouts Bros. Inc.  
William Ingram

Attests:

Date:



**CONTRACT SALES AGREEMENT**  
(AFG FEMA Agreement)

**PARTIES.** The parties to this Contract Sales Agreement are Fouts Bros. Inc. of Smyrna, Georgia ("Seller"), and:

Village Of Antwerp

Box 1046 118 N Main St Antwerp, OH 45813

("Purchaser").

**PRODUCT DESCRIPTION:**

3000 Gallon Super Tanker

(Enter a brief product description and quantity of the items purchased on this contract)

**PURCHASE.** Purchaser does hereby agree to purchase and accept delivery of the apparatus described in the Fouts Bros. Inc. Proposal attached hereto, which is made a part hereof by this reference, upon the following terms and conditions:

1. **ACCEPTANCE.** This Contract Sales Agreement shall become a contract and a binding obligation only when accepted by the Seller as provided in paragraph 9 hereof.

2. **COMPLETION.** The Fouts Bros. Inc. supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed in Smyrna, Georgia by no later than 210 days, or as soon thereafter as is consistent with good workmanship and subject to any and all delays resulting from causes beyond the control of Seller, and contingencies set out in paragraph 11 hereof. It is understood by both the Seller and the Purchaser that *Change Orders* executed after contract acceptance will delay delivery.

3. **SPECIFICATIONS.** The attached Fouts Bros. Inc. Proposal # 26456-0003 dated 6/30/2016 shall control the construction of the apparatus and be binding upon both Seller and Purchaser, notwithstanding any other specifications or proposals whether written or oral heretofore supplied, considered or discussed. If there is any conflict between Purchaser's specifications and the attached Proposal, the attached Proposal and specifications will control and prevail.

4. **WARRANTY.** The attached warranty or warranties shall apply to this agreement:

As specified in the specifications

(Copies May Be Attached)

5. **PERFORMANCE BOND.** The following bonding provisions are applicable:



Performance Bond NOT Required.



Performance Bond required - Performance Bond (Surety Bond) will cover standard one year warranty period

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT ARISE BY OPERATION OF LAW, COURSE OF TRADE, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

6. **LIMITATION OF REMEDIES.** In no event shall Seller be liable for special, incidental, or consequential damages or for any damages which exceed the purchase price of the apparatus.

7. PRICE. Purchaser agrees to pay for the apparatus described herein the total sum of:

Two Hundred Two Thousand One Hundred Ninety Seven Dollars and zero Cents

(Enter written dollar amount)

Dollars ( \$ 202,197.00 )

State and local sales taxes, if any, are not included in the purchase price. It is understood by both the purchaser and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s)

8. PAYMENT. The purchase price shall be paid in the following manner:

The Apparatus shall be paid for in full upon final inspection and acceptance by the purchaser

All checks must be made payable to FOUTS BROS. INC., only and delivered to Seller at its offices in Smyrna, Georgia. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. FOUTS BROS. INC. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

9. SELLER'S REPRESENTATIONS. All representations made and/or actions taken by a dealer or agent either before or after execution of this Agreement are not binding on the Seller. This Agreement in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Agreement will be the date it is signed and accepted by the Seller.

10. PURCHASER'S REPRESENTATIONS. Purchaser is Village Of Antwerp  
(Fire Department, Fire District, Municipality, Borough, Etc.)  
and has the power and authority to enter into this Agreement and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Purchaser and is the valid, enforceable and binding obligation of Purchaser; and Purchaser represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Agreement. Purchaser represents that the individuals listed below have authority to sign all documents including but not limited to, all change orders on behalf of Purchaser.

Village Of Antwerp

Box 1046 118 N Main St

Antwerp, OH 45813

Purchaser warrants the accuracy of the information in this Agreement (including, but not necessarily limited to, Purchaser's name, Purchaser's location, Purchaser's assumed names, Purchaser's places of business, and the location at which apparatus will be stationed).

11. DELAY ON PERFORMANCE. Seller's Performance under this Agreement is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

12. TESTING. In the event Purchaser wishes to test the apparatus, such test shall be made within ten (10) days after arrival of the apparatus at its destination. A written report of any and all tests shall be promptly forwarded to Seller. If Purchaser fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.

13. TITLE. All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/or considered as rental for the use of the apparatus up to date of taking possession. Seller will furnish Purchaser a clear title or MSO 10 days or before, after delivery.

14. DELIVERY. The following delivery provisions are applicable:

☒ Delivery of the unit IS NOT included.

☐ Delivery of the unit IS included.

15. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Sales Agreement:

15.1 Entire Agreement. This Contract Sales Agreement, the proposal, and all related documents, including, but not necessarily limited to bid awards, specifications, purchase orders, change orders, acknowledgments, and invoices attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Agreement shall be binding upon either Seller or Purchaser unless reduced to writing and signed by them. "This Agreement" shall mean this Contract Sales Agreement and all related documents.

15.2 Governing Law And Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia and as if jointly drafted by the parties. Venue for all litigation between the parties shall be Cobb County, Georgia. This provision shall survive termination of this Agreement.

15.3 Severability. If any term, covenant or condition of this Agreement, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.4 Benefit. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

15.5 Special Stipulation. Notwithstanding any provision contained herein to the contrary (including the provisions of the attached Fouts Brothers Inc. Proposal #26456-0003 dated 6/30/2016, in the event that the delivery of the apparatus and equipment being supplied herein is not delivered within two hundred and ten (210) calendar days from the date this Contract Sales Agreement is signed and accepted by Seller and such delay is caused by said Seller and not a force majeure event as defined in paragraph 11 hereof, Seller shall pay liquidated damages to Purchaser at the rate of one hundred (\$100.00) Dollars per day, said amount not intended as a penalty but as liquidated damages pursuant to Section 13-6-7 of the Official Code of Georgia Annotated. The parties acknowledge that it would difficult to ascertain precisely the actual damages suffered by Purchaser as a result of a delivery default by Seller and agree that such liquidated damages are a reasonable estimate thereof. Such liquidated damages shall be Purchaser's sole recourse for late performance by Seller under this Contract.

IN WITNESS WHEREOF, this Contract Sales Agreement has been duly executed by the parties hereto on the date set forth opposite their name.

To be completed by Fouts Bros. Salesman

Mailing Address of Purchaser: Village Of Antwerp  
Box 1046 118 N Main St  
Antwerp, OH 45813

Fire Chief or Primary Contact:

Printed Name: Ray Friend Title: Fire Chief  
Business Telephone Number: (419) 506-1201  
Business Email Address: FRIEND FLOORING <friendff@med>

To be completed by Purchasing Entity

Signature: [Signature] Title: Village Administrator  
Printed Name: Sara Keeran Date: 7-19-16

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Attests: [Signature] Date: 7-19-16

To be completed by Fouts Bros. Inc.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_  
Fouts Bros. Inc.  
William Ingram

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

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

ORDINANCE NO. 2016-24

AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO  
TRANSFER \$27,500.00 FROM THE GENERAL FUND TO THE POLICE FUND,  
AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

WHEREAS, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

WHEREAS, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which transfer does not require a vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

WHEREAS, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund even though said approval is not required pursuant to Ohio Revised Code Section 5705.14, with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Section 5705.14.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. The Village Fiscal Officer is hereby authorized to transfer the sum of Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00) from the General Fund to the Police Fund.

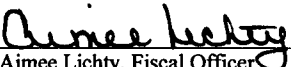
Section 2. The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 8/15/2016

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:  
  
Aimee Lichty, Fiscal Officer

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

ORDINANCE NO. 2016-25

AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$6,000.00 FROM THE GENERAL FUND TO THE STREET LIGHTING FUND, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Street Lighting Fund to provide the necessary revenue to pay the street lighting expenses from this fund; and

WHEREAS, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14; and

WHEREAS, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which transfer does not require a vote of the Village Council to authorize transfers from the general fund to any other fund of the Village; and

WHEREAS, the Village Council elects to approve the transfer of funds from the General Fund to the Street Lighting Fund even though said approval is not required pursuant to Ohio Revised Code Section 5705.14, with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Section 5705.14.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. The Village Fiscal Officer is hereby authorized to transfer the sum of Six Thousand and 00/100 Dollars (\$6,000.00) from the General Fund to the Street Lighting Fund.

Section 2. The transfer of these funds from the General Fund to the Street Lighting Fund is necessary to provide the revenue to pay the street lighting expenses of the Village of Antwerp.

Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds to pay street lighting expenses necessary for the well being of the residents and this ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 8/15/2016

Ray DeLong  
Mayor of the Village of Antwerp

Attest:  
Aimee Lichy  
Aimee Lichy, Fiscal Officer

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

## RESOLUTION NO. 2016-05

### A RESOLUTION TO LEVY A MUNICIPAL MOTOR VEHICLE LICENSE FEE PURSUANT TO SECTION 4504.171 OF THE OHIO REVISED CODE

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, County of Paulding, and State of Ohio:

**Section 1.** The Council of the Village of Antwerp hereby declares that an annual license tax shall be levied upon the operation of motor vehicles on the public roads or highways pursuant to Section 4504.171 of the Ohio Revised Code for the purpose of paying the costs and expenses of enforcing and administering the tax provided for in this section and to provide additional revenue for the purposes set forth in Section 4504.06 of the Ohio Revised Code and to supplement revenue already available for such purposes.

**Section 2.** Such tax shall be at the rate of five and 00/100 dollars (\$5.00) per motor vehicle on all motor vehicles the district of registration of which, as defined in Section 4503.10 of the Ohio Revised Code, is in the Village of Antwerp, Ohio.

**Section 3.** As used in this Resolution, the term "motor vehicle" means any and all vehicles included within the definition of motor vehicle in Section 4501.01 and Section 4505.01 of the Ohio Revised Code.

**Section 4.** The tax imposed by this Resolution shall apply to and be in effect for the registration year commencing January 1, 2018, and shall continue in effect and application during each registration year thereafter.

**Section 5.** The tax imposed by this Resolution shall be paid to the Registrar of Motor Vehicles of the State of Ohio or to a Deputy Registrar at the time application for registration of a motor vehicle is made as is provided in Section 4503.10 of the Ohio Revised Code.

**Section 6.** All monies received from the tax hereinabove levied shall be used by the Village of Antwerp for the purposes specified in this Resolution.

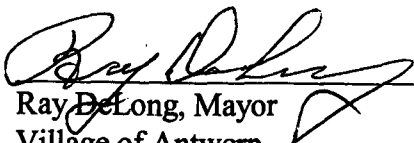
**Section 7.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 8.** This Resolution shall become effective from and after the earliest period allowed by law and is not an emergency measure.




Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

PASSED THIS 19 day of Sept, 2016.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: July 18, 2016

Second reading: Aug 15, 2016

Third reading: Sept 19, 2016

## **AGREEMENT**

Pursuant to Ohio Revised Code Section 731.141, this **AGREEMENT** is made and entered into this 19<sup>th</sup> day of Sept, 2016, by and between the Village of Antwerp, County of Paulding, State of Ohio ("hereinafter referred to as the "Village") and Bruce Essex, an Independent Contractor (hereinafter referred to as "Contractor").

**IN CONSIDERATION** of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties as follows:

1. Contractor will perform the following services for the Village:

All duties of the Housing Inspector as defined in Ordinance No. 2016-17, an Ordinance adopting Minimum Building Standards for Residential Properties in the Village of Antwerp, Ohio. In addition, the Contractor agrees to provide any notices to the Village Administrator to review prior to issuing any notices, including the notice required under Section 13(a) of the Ordinance.

2. The Village shall pay for said work in the following manner:

\$100.00 for each housing inspection and \$25.00 for each re-inspection performed as the Housing Inspector in accordance with Ordinance No. 2016-17. In addition, if the Contractor is required to appear in Court as provided in Ordinance No. 2016-17, the Contractor shall be paid \$35.00 per hour for such appearance.

3. Notwithstanding the same, either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Moreover, the Village may terminate this Agreement with five (5) days written notice to Contractor for unsatisfactory performance.

4. Contractor hereby represents that he is an independent contractor and the parties hereby agree that this is not an employment contract and Contractor is not an employee of the Village. The Village shall provide no employment benefits whatsoever to Contractor, to-wit: unemployment insurance, health insurance, retirement benefits or Worker's Compensation insurance. Contractor is responsible to maintain insurance to perform the services provided hereunder, including automobile insurance, unless otherwise provided herein. Contractor is responsible for payment of all applicable taxes, including federal, state, and local taxes. Contractor agrees to fully indemnify and hold harmless the Village, its elected officials, its

officers, agents, employees and volunteers from any and all obligations, liabilities or claims which may arise as a direct or indirect consequence of Contractor's performance of this Agreement and the services agreed to be performed by Contractor herein or the actions of the Contractor, its officials, agents, employees and any subcontractors employed by the Contractor. The Village agrees to obtain, at its cost, Errors and Omissions Insurance for Contractor in performance of his duties hereunder.

5. Contractor shall abide by all applicable laws and regulations including local, state, and federal.

6. Contractor shall provide the Village with all appropriate phone numbers to reach him, including any cell phone number.

7. Contractor further covenants that in exchange for the consideration received as a result of this Agreement, he will perform as follows:

- a. All work shall be completed in a workmanlike manner and in compliance with Ordinance No. 2016-17.
- b. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- c. Contractor warrants he is adequately insured for injury to himself and others incurring loss or injury as a result of the acts of Contractor, his employees, and subcontractors.
- d. Contractors who have employees must provide proof of Worker's Compensation coverage. Contractors who employ or use independent contractors or subcontractors must provide their identity and proof of appropriate insurance coverage satisfactory to the Village.

8. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.

9. The validity and interpretation of any of the terms or provisions of this Agreement or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.

10. The invalidation of any clause or provision of this Agreement shall have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement shall remain in full force and effect, and be interpreted as consistently as possible.

11. Any notice required to be given hereunder, shall be given as follows:

The Village of Antwerp

Bruce Essex

Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

P.O. Box 142  
Antwerp, Ohio 45813

Telephone: (567) 344-0480

and

Haller & Colvin, P.C.  
Attn: Melanie L. Farr, Esq.  
444 East Main Street  
Fort Wayne, Indiana 46802

Executed at Antwerp, Ohio, on the day and year first above written.

**"VILLAGE"**

**"CONTRACTOR"**

**VILLAGE OF ANTWERP**

By: 

Sara Keeran

Title: Village Administrator

Date: 9-19-16

  
Bruce Essex

Date: 9-6-16

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

## ORDINANCE NO. 2016-26

### AN ORDINANCE AUTHORIZING THE ADMINISTRATOR OF THE VILLAGE OF ANTWERP TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT FOR A HOUSING INSPECTOR IN ACCORDANCE WITH ORDINANCE NO. 2016-17; AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Council of the Village of Antwerp, Ohio passed Ordinance No. 2016-17 adopting minimum building standards for residential properties in the Village of Antwerp, Ohio (the "Village"); and

WHEREAS, the Council designated a housing inspector in Ordinance No. 2016-17 for implementation of the ordinance and enforcement of the minimum building standards set forth therein; and

WHEREAS, the Village desires to enter into an Independent Contractor Agreement with Bruce Essex for the housing inspector in accordance with Ordinance No. 2016-17.

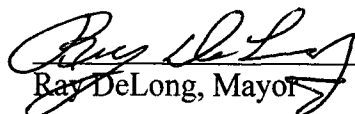
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

Section 1. The Administrator of the Village of Antwerp, Ohio, is hereby authorized to enter into the Independent Contractor Agreement by and between the Village and Bruce Essex for him to be the housing inspector in accordance with Ordinance No. 2016-17. A true and accurate copy of said Agreement is attached hereto and incorporated herein by reference.

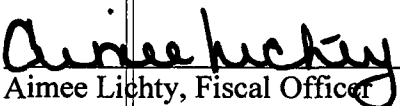
Section 2. It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and to implement the provisions of Ordinance No. 2016-17. This Ordinance shall take effect and be in force immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**PASSED:** September 19, 2016.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

**ORDINANCE NO. 2016-28**

**AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF A NOTE FOR THE PURPOSE OF SANITARY SEWERAGE SYSTEM IN THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. A Note in the principal amount of \$229,818.79 shall be issued by the Antwerp Exchange Bank to the Village of Antwerp for the Village’s sanitary sewerage system capital improvement with a financing cost thereof incurred in connection with the issuance of said Note.

Section 2. Said Note shall bear an interest rate not exceeding 2% for one year, payable at maturity, to wit: one year after date of said Note. In the event of default, the Note shall become immediately due and payable. Said maturity date shall occur one year from the date of said Note provided the maturity date is not a business day, the Note shall mature on the first business day immediately preceding such date.

Section 3. The Village covenants that it will take or cause to be taken such actions which may be required of it for the interest on the Note to remain excluded from gross income for federal income tax purposes, and will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, apply proceeds, all in a manner and to the extent necessary to assure such exclusion of that interest under the Internal Revenue Code. The Village Fiscal Officer and any other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications as may be appropriate to assure such exclusion of that interest.

Section 4. The Note shall be the full general obligation of the Village and the full faith, credit and revenue of said Village are hereby pledged for the prompt payment of the same.

Section 5. It is hereby determined and recited that all acts, conditions and things required to be done precedent to and in the issuance of the Note, in order to make them legal, valid and binding obligations of the Village of Antwerp, have happened, been done, and performed in regular and due form as required by law; that the full faith, credit and revenue of said Village shall be and is hereby irrevocably pledged for the prompt payment of the principal and interest thereon at maturity; that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

Section 6. The Village Fiscal Officer, or other officer, is authorized to prepare, execute and deliver to the purchaser of said Note a preliminary and final official statement or any other appropriate disclosure document in connection with the sale and delivery of the Note.

Section 7. The Mayor and Fiscal Officer of said Village are hereby authorized to sign and execute the Note on behalf of said Village.

# RECORD OF ORDINANCES

0489

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. \_\_\_\_\_

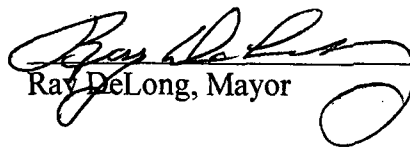
Passed \_\_\_\_\_, 20\_\_\_\_

Section 8. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

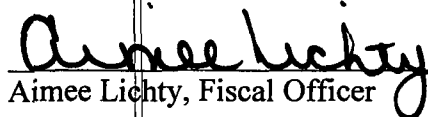
Section 9. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of a sanitary sewerage system for the well-being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

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

9-19-16

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

ORDINANCE NO. 2016-29

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF A NOTE FOR THE PURPOSE  
OF A WATERWORKS SYSTEM IN THE VILLAGE OF ANTWERP, OHIO,  
AND DECLARING THE SAME AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp,  
Paulding County, Ohio:

Section 1. A Note in the principal amount of \$51,764.02 shall be issued by the Antwerp Exchange Bank to the Village of Antwerp for the Village's waterworks system capital improvement with a financing cost thereof incurred in connection with the issuance of said Note.

Section 2. Said Note shall bear an interest rate not exceeding 2% for one year, payable at maturity, to wit: one year after date of said Note. In the event of default, the Note shall become immediately due and payable. Said maturity date shall occur one year from the date of said Note provided the maturity date is not a business day, the Note shall mature on the first business day immediately preceding such date.

Section 3. The Village covenants that it will take or cause to be taken such actions which may be required of it for the interest on the Note to remain excluded from gross income for federal income tax purposes, and will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, apply proceeds, all in a manner and to the extent necessary to assure such exclusion of that interest under the Internal Revenue Code. The Village Fiscal Officer and any other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications as may be appropriate to assure such exclusion of that interest.

Section 4. The Note shall be the full general obligation of the Village and the full faith, credit and revenue of said Village are hereby pledged for the prompt payment of the same.

Section 5. It is hereby determined and recited that all acts, conditions and things required to be done precedent to and in the issuance of the Note, in order to make them legal, valid and binding obligations of the Village of Antwerp, have happened, been done, and performed in regular and due form as required by law; that the full faith, credit and revenue of said Village shall be and is hereby irrevocably pledged for the prompt payment of the principal and interest thereon at maturity; that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

Section 6. The Village Fiscal Officer, or other officer, is authorized to prepare, execute and deliver to the purchaser of said Note a preliminary and final official statement or any other appropriate disclosure document in connection with the sale and delivery of the Note.



# RECORD OF ORDINANCES

0491

Dayton Legal Blank, Inc.

Form No. 30043

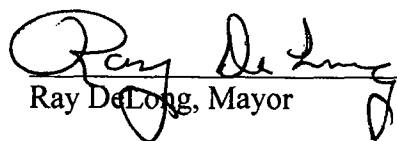
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

Section 8. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 9. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of a waterworks system for the wellbeing of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 10-17-14

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

**ORDINANCE NO. 2016-27**

**AN ORDINANCE AMENDING ORDINANCE NO. 2014-21 AUTHORIZING THE CHANGE OF WATER RATES FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO**

WHEREAS, the Council of the Village of Antwerp, Ohio, passed Ordinance No. 2014-21 after three readings authorizing the change of water rates for the Village of Antwerp, County of Paulding, Ohio, setting the water rates for the years 2015, 2016, and 2017; and

WHEREAS, in Section 1 of Ordinance No. 2014-21, Council provided that rate increases would be reviewed annually to determine whether the increases established in this Ordinance for the years 2015, 2016, and 2017, would be sufficient; and

WHEREAS, the Council of the Village of Antwerp, Ohio, has determined the funds derived from the rates established for 2017 would not provide sufficient funds to support the operation of this utility;

WHEREAS, the Council has determined that Ordinance No. 2014-21 needs amended to increase water rates effective January 1, 2017, specifically to increase the minimum charge for each tap and to establish water rates for treated bulk hydrant water.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

Section 1. That Ordinance No. 2014-21 is amended to read as follows:

WHEREAS, it has come to the attention of the Council of the Village of Antwerp, Ohio that additional revenue is needed in the water fund in order to operate this utility adequately, expand facilities, and provide better and more efficient service in the future; and

WHEREAS, the Council of the Village of Antwerp, Ohio, has determined it to be in the best interest of the Village to increase water rates effective January 1, 2015, as well as water rates effective January 1, 2016, and January 1, 2017.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

Section 1. Water rates shall be increased 5% effective January 1, 2015. An increase of 5% shall also be implemented on January 1, 2016, and January 1, 2017, which rate increases will be reviewed annually to determine whether the increases established herein are sufficient. The minimum charge for each tap will be increased effective January 1, 2017.

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

Section 2. The quarterly water rates for users/consumers within the Village corporation limits effective January 1, 2015, January 1, 2016 and January 1, 2017, will be as follows:

January 1, 2015	\$19.16 minimum charge for each tap plus \$4.82 for each one thousand (1,000) gallons of all water used
January 1, 2016	\$19.16 minimum charge for each tap plus \$5.06 for each one thousand (1,000) gallons of all water used
January 1, 2017	\$30.00 minimum charge for each tap plus \$5.31 for each one thousand (1,000) gallons of all water used

Quarterly water rates effective January 1, 2015, January 1, 2016 and January 1, 2017, for those users/consumers within the Village corporation limits who qualify for the homestead tax exemption will be as follows:

January 1, 2015	\$15.24 minimum charge for each tap plus \$2.85 for each one thousand (1,000) gallons of all water used
January 1, 2016	\$15.24 minimum charge for each tap plus \$2.99 for each one thousand (1,000) gallons of all water used
January 1, 2017	\$20.00 minimum charge for each tap plus \$3.14 for each one thousand (1,000) gallons of all water used

The user/consumer claiming the homestead tax exemption must provide proof to the Village Administrator that the user/consumer qualifies for this tax exemption in order to receive the reduced water rates.

Section 3. The minimum water rate provided above will be charged for each occupied unit in a multiple unit dwelling. Multiple unit dwellings include apartment complexes, mobile home trailers, and any other living community containing more than one residential unit, which will be collectively referred to herein as "Multiple Unit Dwelling".

Section 4. Untreated bulk well water may be purchased at the waterworks facility located in the Village of Antwerp. The purchaser of said water shall sign their name and the number of gallons of water pumped on the clipboard provided for that purpose located at the waterworks facility. Each purchaser shall be billed once each year on the first day (1<sup>st</sup>) day of November, and the water bill for the purchase of bulk water is due and payable on or before the fifteenth (15<sup>th</sup>) day of November of that same year. The purchase price of untreated bulk well water at

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

the waterworks facility effective January 1, 2015, January 1, 2016, and January 1, 2017, will be as follows:

January 1, 2015	\$4.94 for each one thousand (1,000) gallons
January 1, 2016	\$5.19 for each one thousand (1,000) gallons
January 1, 2017	\$5.44 for each one thousand (1,000) gallons

Section 5. Treated bulk hydrant water may be purchased at the waterworks facility located in the Village of Antwerp. The purchase price of said water effective January 1, 2017, will be as follows: \$8.00 for each one thousand (1,000) gallons. The purchaser of said water shall contact the water department and provide their name and the number of gallons of water pumped. Each purchaser shall then be billed for the water purchased, and the water bill for the purchase of treated bulk hydrant water is due and payable fifteen (15) days from the date of the invoice.

Section 6. The quarterly water rates effective January 1, 2015, January 1, 2016, and January 1, 2017, for users/consumers of water outside of the Village corporation limits will be as follows:

January 1, 2015	\$33.52 minimum charge for each tap plus \$8.43 for each one thousand (1,000) gallons of all water used
January 1, 2016	\$33.52 minimum charge for each tap plus \$8.85 for each one thousand (1,000) gallons of all water used
January 1, 2017	\$40.00 minimum charge for each tap plus \$9.30 for each one thousand (1,000) gallons of all water used

Quarterly water rates effective January 1, 2015, January 1, 2016 and January 1, 2017, for those users/consumers outside of the Village corporation limits who qualify for the homestead tax exemption will be as follows:

January 1, 2015	\$26.67 minimum charge for each tap plus \$4.99 for each one thousand (1,000) gallons of all water used
January 1, 2016	\$26.67 minimum charge for each tap plus \$5.23 for each one thousand (1,000) gallons of all water used
January 1, 2017	\$30.00 minimum charge for each tap plus \$5.50 for each one thousand (1,000) gallons of all water used

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

The user/consumer claiming the homestead tax exemption must provide proof to the Village Administrator that the user/consumer qualifies for this tax exemption in order to receive the reduced water rates.

Section 7. In the event that water service is disconnected to any user/consumer, water service shall not be restored until all past due accounts, late charges, a \$35.00 service fee and any other applicable fees are paid to the Village for the water service to be reconnected. When a building is vacated and the owner/occupant of said building notifies the Village to discontinue water service to the building, the property owner must do either of the following: 1) have the water meter removed, the water service disconnected, and a fee of \$35.00 is hereby established to reinstall the meter and reconnect the water service; or 2) have the water disconnected at the water meter, leave the water meter in place, and pay the quarterly minimum charge for each tap.

Section 8. The tapping fee for a ¾ inch waterline will be \$750.00 per tap. In the event a road cut is necessary or the tap must be pushed under a street, alley or highway, the tapping fee will be \$950.00 per tap. The tapping fee for a ¾ inch waterline will be \$750.00 per tap, which includes a ¾ inch meter and meter setter. If the waterline requirements are greater than ¾ inch, any additional costs for the installation and/or connection of the same will be at the sole expense of the user/consumer. In the event a boring is required to connect to the Village's waterline, the tap fee will be \$1,350.00 per tap. The user/consumer will be solely responsible for any and all additional expenses related to the connection to the Village's waterline, including but not limited to tapping saddle, piping to connect to the Village's waterline, backfill, and road repairs caused by any digging and/or boring activities.

Section 9. Each occupied unit within a Multiple Unit Dwelling shall pay the minimum water charge provided herein. In the event that water usage is greater than the total of the minimum usage billed to each unit (to be determined by the meter at the Multiple Unit Dwelling), the overage shall be charged to the owner of said Multiple Unit Dwelling. The owner of each Multiple Unit Dwelling shall certify to the Village Administrator the number of occupied units within the Multiple Unit Dwelling and shall promptly notify the Village Administrator of any change in the number of occupied units within the Multiple Unit Dwelling. The Village Administrator may independently verify the number of occupied units within the Multiple Unit Dwelling as certified by the owner.

Section 10. The amounts to be charged and paid by industrial users/consumers of water utility services in the Village of Antwerp are established by the contracts in effect for each industrial user/consumer.

Section 11. Previous Ordinances and/or any provisions thereof and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

aside, revoked, and held for naught.

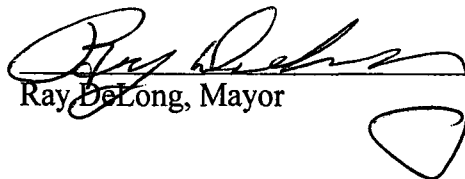
Section 12. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 13. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

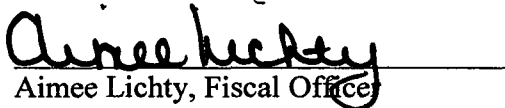
Section 2. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

Enacted this 21 day of November, 2016.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: Sept. 19, 2016

Second reading: Oct. 17, 2016

Third reading: Nov 21, 2016

# RECORD OF ORDINANCES

0497

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

Dayton Legal Blank, Inc.

(Village Council)

Form No. 30043

Revised Code, Secs. 5705.34, - .35.

The Council of the Village of Antwerp, Paulding County, Ohio, met in regular session on the 21<sup>st</sup> day of November, 2016, at the office of the Village of Antwerp Town Hall with the following members present:

Jan Reeb  
Steve Derck  
Rudie Reeb  
Keith West  
Ken Reinhart  
Larry Ryan

Jan Reeb

moved the adoption of the following Resolution:

**WHEREAS**, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2017; and

**WHEREAS**, The Budget Commission of Paulding County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Council of the Village of Antwerp, Paulding County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

## SCHEDULE A

### Summary of Amounts Required From General Property Tax Approved By Budget Commission and County Auditor's Estimated Tax Rates

Fund	Amount Approved By Budget Commission Inside 10 Mill Limitation	Amount To Be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate Of Tax Rate To Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column I	Column II	III	IV
General Fund	\$35036.		1.80	
1976 FIRE Levy		14044.		2.00
1984 Police Levy		61692.		5.50
1986 EMS Levy		5609.		.50
2006 Cemetery		14832.		.80
2008 FIRE & EMS Levy		18998.		1.00
2004 POLICE		34950.		2.00
2005 Current Expense		19199.		1.00
<b>Total</b>	<b>\$35036.</b>	<b>\$169324.</b>	<b>1.80</b>	<b>12.80</b>

\$14,972,010. Ag/Res  
3,328,010. Com/In  
1,164,470. PP  
19,464,490. Total

### Schedule B Levies Outside 10 Mill Limitation, Exclusive of Debt Levies

## RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Maximum Rate

County Auditor's

Authorized

Estimate of

Form No. 30043

Fund

Date of Vote

To Be Levied

Yield of Levy

(Carry to Schedule A,  
Column II)

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

**Special Revenue Funds:**

<b>1976 FIRE</b> levy authorized by voters on for not to exceed CONT years.	11-05-85	2.00	\$14044.
<b>1984 POLICE</b> Levy authorized by voters on for not to exceed CONT years.	05-08-84	5.50	\$61692.
<b>1986 EMS</b> Levy authorized by voters on For not to exceed CONT years	11-04-86	.50	\$5609.
<b>2006 Cemetery</b> Levy authorized by voters on for not to exceed 5 years.	11-03-15	.80	\$14832.
<b>2008 FIRE &amp; EMS</b> Levy authorized by voters on for not to exceed 5 years.	11-06-12	1.00	\$18998.
<b>2004 POLICE</b> Levy authorized by voters on for not to exceed 5 years.	11-05-13	2.00	\$34950.
<b>2005 CURRENT EXPENSE</b> Levy authorized by voters on for not to exceed 5 years.	11-04-14	1.00	\$19199.

and be it further

**RESOLVED**, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr./Ms. Steve Derck seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms. <u>Jan Reeb</u>	<u>Yea</u>
Mr./Ms. <u>Steve Derck</u>	<u>Yea</u>
Mr./Ms. <u>Rudie Reeb</u>	<u>Yea</u>
Mr./Ms. <u>Keith West</u>	<u>Yea</u>
Mr./Ms. <u>Ken Reinhaert</u>	<u>Yea</u>
Mr./Ms. <u>Larry Ryan</u>	<u>Yea</u>
Mr./Ms. _____	_____
Mr./Ms. _____	_____

Adopted the 21 day of November, 2016.

Attest:

Aimee Lichty  
Clerk of Council

Janice A. Reeb  
President of Council

CERTIFICATE OF COPY  
Original On File

The State of Ohio, Paulding County, ss.

I, Aimee Lichty, Clerk of the Council of the Village of Antwerp



RECORD OF ORDINANCES

0499

Within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the state of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

Resolution accepting the amount and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor  
now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

Witness my signature, this 21 day of November 2016  
Aimee Healy  
Clerk of Council

(1) A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R. C., or at such later date as may be approved by the Board of Tax Appeals.

Resolution No. 2016-08

Council of the Village of Antwerp Paulding County Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND  
AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.  
(VILLAGE COUNCIL)

ADOPTED \_\_\_\_\_, 2016\_\_\_\_  
\_\_\_\_\_, Clerk of Council

Filed \_\_\_\_\_, 2016\_\_\_\_  
\_\_\_\_\_, County Auditor.  
By \_\_\_\_\_ Deputy.

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

**ORDINANCE NO. 2016-30****AN ORDINANCE AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO A CONTRACT WITH CRANE TOWNSHIP FOR PROVIDING EMERGENCY MEDICAL SERVICE FOR YEARS 2017, 2018, AND 2019**

**WHEREAS**, the County of Paulding previously had a county-wide emergency ambulance service levy; and

**WHEREAS**, said levy has been discontinued county-wide; and

**WHEREAS**, the Village of Antwerp owns an emergency ambulance vehicle and has in the past provided emergency ambulance services to outlying areas; and

**WHEREAS**, the Village of Antwerp and Crane Township negotiated the terms and conditions of the Village providing emergency medical service to certain portions of Crane Township.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:**

**Section 1.** That the Village of Antwerp Emergency Medical Services Department (the "Village") will provide emergency medical service to that portion of Crane Township (the "Township") as provided in an Agreement to Provide Emergency Medical Services (the "Agreement") and shall be compensated by the Township paying an annual charge of \$4,138.61 for calendar year 2017, an annual charge of \$4,221.38 for calendar year 2018, and an annual charge of \$4,303.81 for calendar year 2019, with the annual charges to be paid on a quarterly basis in each calendar year, in combination with a user fee for delivery of emergency medical rescue services rendered by the Village. The rate of the user fee shall be that as established in Section 2 of this Ordinance. The user fees as established shall take effect at 12:01 A.M. on January 1, 2017.

**Section 2.** That the Council of the Village of Antwerp, Ohio hereby authorizes and approves the following rates for emergency medical rescue services when services are rendered by the Village, to any person in the area provided in the Agreement, as follows:

Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile or fraction thereof.

Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded mile or fraction thereof.

## **AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES**

Pursuant to Ohio Revised Code Sections 505.84 and 9.60, this **AGREEMENT** is made and entered into this 19 day of December, 2016, by and between the Village of Antwerp, County of Paulding, State of Ohio (hereinafter referred to as the "Village") and the Township of Crane, County of Paulding, State of Ohio (hereinafter referred to as the "Township") for the Village to provide emergency medical services to the Township for years 2017, 2018, and 2019 as more specifically described herein.

**WHEREAS**, the Mayor and Fiscal Officer of the Village were authorized to enter into this Agreement on December 19, 2016, by an ordinance passed on said date, Ordinance No. 2016-30.

**WHEREAS**, the Board of Trustees of the Township were authorized to enter into this Agreement on Nov 21, 2016, by a resolution adopted on said date, Resolution No. 2016-11-1.

**IN CONSIDERATION** of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties as follows:

1. The Village agrees to provide emergency medical services for certain portions of the Township, said territory described as follows:

Sections 1 through 10, 17 through 20, 29 through 32, and portions of sections 11 and 12 with the dividing line in those sections being the Maumee River and the services provided only north of the Maumee River for sections 11 and 12 in Crane Township.

2. The scope of the emergency medical services provided by the Village to the Township shall be the same as is regularly provided to residents of the Village of Antwerp.
3. Notwithstanding this Agreement to provide emergency medical services in the territory described above, the Village's primary obligation to provide emergency medical services is to the territory comprised within the Village's corporation limits and it shall not be a violation of any of the terms and/or conditions of this Agreement if for any reason the officer in charge of the emergency medical unit determines that the unit is unable and/or will be delayed in performing the services agreed to herein. The Village shall not be responsible for any loss and/or damages incurred as a result of failure to respond or respond timely to any call for emergency medical services in the Township and territory described above.
4. In exchange for providing the emergency medical services to the territory described herein, the Township agrees to compensate the Village as follows:

(a) An annual charge of \$4,138.61 for calendar year 2017, an annual charge of \$4,221.38 for calendar year 2018, and an annual charge of \$4,303.81 for calendar year 2019. The annual charge is to be paid on a quarterly basis by the Township to the Village in four equal quarterly payments each payable to the Village the first business day of January, April, July and October; plus

(b) Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile or fraction thereof. Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded mile or fraction thereof.

That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

5. The Township authorizes the Village to bill patients / users of the emergency medical services and collect any monies due for the services provided by the Village for emergency medical services. The Village is also authorized to use a third-party billing and collection agency to perform these services. The Village hereby agrees to submit bills to the patients / users for the fees established in Section 4(b) above, which are the same fees the Village charges its residents for the provision of emergency medical services. Any and all monies collected on behalf of the patients / users shall be sent to the Township on a monthly basis. Any and all payments made by Village between the effective date and the execution date of this Agreement shall be made to conform to the provisions of this Agreement.
6. The Village shall submit monthly invoices to the Township for the emergency medical services provided, billed, collected and paid to the Township and for any charges due and owing by the Township to the Village as provided in paragraph 4 above. Any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township. Failure to remit payment of said invoice could result in termination of this Agreement.
7. The volunteers, employees, agents, and/or officers of the Village that will provide the services to the Township as provided in this Agreement are deemed to be acting within the scope of their employment in providing said services. The

Village assumes the cost and/or expenses associated with any injury to those providing the services on behalf of the Village and/or any damage to equipment used in the performance of this Agreement. To the extent permitted under Ohio law, the Township agrees to fully indemnify and hold harmless the Village, its elected officials, its officers, agents, employees and volunteers from any and all obligations, liabilities or claims which may arise as a direct or indirect consequence of the Village's performance of this Agreement and the services agreed to be performed by the Village herein or the actions of the Village, its officials, agents, employees and any subcontractors employed by the Village. The Township will name the Village of Antwerp as an additional insured on its insurance policy. The Township's insurance coverage shall be primary insurance as it respects the Village, its elected officials, officers, agents, employees or volunteers and that any insurance maintained by the Village, its elected officials, officers, agents, employees or volunteers shall be excess to the Township's insurance and shall not contribute to it.

8. The Village hereby represents that the individuals that will provide the emergency medical services are volunteers, employees, agents, and/or other officials acting on behalf of the Village. No principal-agent or employer-employee relationship is created by this Agreement. As such, the Township and any of its officials, employees, agents, and/or volunteers are not eligible to receive any benefits from the Village, including but not limited to, OPERS, vacation, sick leave, health insurance, life insurance, worker's compensation insurance, unemployment compensation, any form of retirement benefits (including social security eligibility), or other benefits based upon the status of the Village providing the emergency medical services as independent contractors of the Township. The Township is responsible for payment of all applicable taxes, including federal, state, and local taxes.
9. The Village and the Township each reserve the right to unilaterally terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party. Any such termination will not alter the obligation of the Village to bill and/or collect the fees for services provided during the term of the Agreement or to pay those fees to the Township. Likewise, any such termination will not alter the obligation of the Township to pay any amounts due and owing to the Village by way of this Agreement for services rendered prior to the termination of said Agreement. It is the responsibility of the Township to notify the users of these services within the territory described herein of the termination of this Agreement.
10. Each party shall maintain accurate records, reports and other documents to sufficiently and properly account for all costs and expenses incurred by each party in the performance of its obligations under this Agreement. These records shall be available in accordance with the public entity's public records policy for inspection, review, audit, or other legitimate purpose by an authorized representative of the other party, the State of Ohio, the Federal Government, or representative of any, for a minimum of five (5) years after payment has been

made pursuant to the terms of this Agreement or until after a State Audit, whichever occurs earlier.

11. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
12. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in enforcing this Agreement.
13. The validity and interpretation of any of the terms or provisions of this Agreement or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.
14. The invalidation of any clause or provision of this Agreement shall have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement shall remain in full force and effect, and be interpreted as consistently as possible.
15. Any notice required to be given hereunder, shall be given as follows:

**Village of Antwerp**

Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

and

Attn: EMS Coordinator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2241  
Fax: (419) 258-1832

**Township of Crane**

Attn: Kristine Stuart, Fiscal Officer  
Crane Township  
8763 Rd 176  
Paulding OH 45879

16. This Agreement shall be effective as of January 1, 2017, and shall continue in full force and effect thereafter for the calendar years of 2017, 2018, and 2019. This Agreement supercedes any and all prior agreements between the Village and the Township pertaining to the provision of emergency medical services for prior years.
17. It is understood and agreed by the parties hereto that the signatories to the Agreement have been duly authorized to execute this Agreement on behalf of the respective parties, and that the parties hereby waive any challenge or defense to the validity of this Agreement based on lack of capacity, or irregularity in the procedures surrounding the execution of this Agreement.

Executed at November 21, Ohio, on the day and year first above written.

**"VILLAGE"**

**VILLAGE OF ANTWERP**

By: Ray DeLong  
Ray DeLong  
Title: Mayor  
Date: 12-19-2016

By: Aimee Lichty  
Aimee Lichty  
Title: Village Fiscal Officer  
Date: 12-19-16

**"TOWNSHIP"**

**TOWNSHIP OF CRANE**

By: Charles Ligon  
Charles Ligon  
Title: Trustee Chairman  
Date: 11/21/16

By: Kristine Stuart  
Kristine Stuart  
Title: Fiscal Officer  
Date: 11/21/16

**CERTIFICATE OF AVAILABLE FUNDS ATTACHED HERETO**

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form E220S

**Section 4a.** That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

**Section 4b.** That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

**Section 5.** That the Village shall bill the users of the emergency medical services and collect any monies due for said services. Any and all monies collected on behalf of the users shall be sent to the Township on a monthly basis. The Village shall submit monthly invoices to the Township for the amounts billed, collected and then paid to the Township for the provision of emergency medical services, and any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township.

**Section 6.** All amounts collected as a result of this Ordinance shall be placed into the fund(s) established by the Fiscal Officer as follows: \$75.00 of each user fee collected shall be placed into a Vehicle Replacement Fund and the remainder shall be placed into the EMS Revenue Fund. A transfer shall be done once or twice yearly from the EMS Revenue Fund to the Vehicle Replacement Fund.

**Section 7.** That the Mayor and the Fiscal Officer of the Village are authorized to enter into the Agreement with Crane Township to provide emergency medical service for the consideration identified herein, said Agreement to be effective as of January 1, 2017.

**Section 8.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

**Section 9.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO


Form 6220S

Ordinance No. \_\_\_\_\_

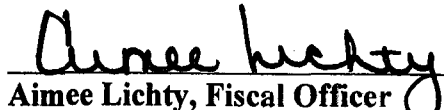
Passed \_\_\_\_\_, \_\_\_\_\_

**Section 10.** This Ordinance shall take effect and be in full force after the earliest period allowed by law.

PASSED THIS 19 day of December, 2016.

  
Ray DeLong, MAYOR  
VILLAGE OF ANTWERP

Attest:

  
Aimee Lichty, Fiscal Officer

First Reading: Oct 17 2016

Second Reading: Nov 21 2016

Third Reading: Dec 19 2016

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6223S

Ordinance No. ORDINANCE NO. 2016-31 Passed                     

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE FISCAL OFFICER  
TO ENTER INTO A CONTRACT WITH CARRYALL TOWNSHIP FOR  
PROVIDING FIRE PROTECTION SERVICES FOR A TEN (10) YEAR PERIOD  
COMMENCING IN CALENDAR YEAR 2017**

**WHEREAS**, the Village of Antwerp owns a fire truck and related equipment and has in the past provided fire protection services to outlying areas; and

**WHEREAS**, the Village of Antwerp and Carryall Township have negotiated the terms and conditions of the Village providing fire protection services to Carryall Township, said negotiations reflected in a Memorandum of Understanding by and between the Village and the Township.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:**

**Section 1.** That the Village of Antwerp Fire Department, hereinafter referred to as "the Village", will provide fire protection services to Carryall Township as identified in an Agreement to Provide Fire Protection Services (the "Agreement") and shall be compensated by the Township paying an annual charge of \$17,000.00 for each year of a ten (10) year period commencing in calendar year 2017.

**Section 2.** The Village shall submit an annual invoice to the Township for the annual fixed charge identified in Section 1 above, and any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township.

**Section 3.** All amounts collected as a result of this Ordinance shall be placed into the fund(s) established by the Fiscal Officer as follows: the Fire Fund.

**Section 4.** That the Mayor and the Fiscal Officer of the Village are authorized to enter into the Agreement with Carryall Township to provide fire protection services for the consideration identified herein.

**Section 5.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

**Section 6.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal

{7100/093.00552419-1 MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_ <sup>Passed</sup>  
~~actions, were in meetings open to the public, in compliance with all legal requirements including~~  
all lawful ordinances and any applicable provisions in Section 121 22 of the Ohio Revised Code.

**Section 7.** This Ordinance shall take effect and be in force after the earliest period allowed by law.

PASSED THIS 19 day of December, 2016.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer  
Village of Antwerp

First Reading: Oct 17 2016

Second Reading: Nov 21 2016

Third Reading: Dec 19 2016

## **AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES**

Pursuant to Ohio Revised Code Sections 505.37 and 9.60, this **AGREEMENT** is made and entered into this 19 day of December, 2016, by and between the Village of Antwerp, County of Paulding, State of Ohio ("hereinafter referred to as the "Village") and the Township of Carryall, County of Paulding, State of Ohio (hereinafter referred to as the "Township") for the Village to provide fire protection services to the Township for a ten (10) year period commencing in calendar year 2017, and as more specifically described herein.

**WHEREAS**, the Mayor and Fiscal Officer of the Village were authorized to enter into this Agreement on Dec 19, 2016, by an ordinance passed on said date, Ordinance No. 2016-31.

**WHEREAS**, the Board of Trustees of the Township were authorized to enter into this Agreement on December 12, 2016, by a resolution adopted on said date, Resolution No. 2016-4.

**IN CONSIDERATION** of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties as follows:

1. The Village agrees to provide fire protection services for certain portions of the Township, said territory described as follows: The entire area that consists of Carryall Township.
2. The scope of the fire protection services provided by the Village to the Township shall be the same as is regularly provided to residents of the Village of Antwerp.
3. Notwithstanding this Agreement to provide fire protection services in the territory described above, the Village's primary obligation to provide fire protection services is to the territory comprised within the Village's corporation limits and it shall not be a violation of any of the terms and/or conditions of this Agreement if for any reason the officer in charge of the fire department determines that the department is unable and/or will be delayed in performing the services agreed to herein. The Village shall not be responsible for any loss and/or damages incurred as a result of failure to respond or respond timely to any call for fire protection services in the Township and territory described above.
4. In exchange for providing the fire protection services to the territory described herein, the Township agrees to compensate the Village at a fixed annual charge of \$17,000.00 each year of a ten (10) year period commencing in calendar year 2017.
5. The Village shall submit an annual invoice to the Township for the fire protection services provided to the Township and for any charges due and owing by the Township to the Village as provided in paragraph 4 above. Any and all charges

provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township. Failure to remit payment of said invoice could result in termination of this Agreement.

6. The volunteers, employees, agents, and/or officers of the Village that will provide the services to the Township as provided in this Agreement are deemed to be acting within the scope of their employment in providing said services. The Village assumes the cost and/or expenses associated with any injury to those providing the services on behalf of the Village and/or any damage to equipment used in the performance of this Agreement. To the extent permitted under Ohio law, the Township agrees to fully indemnify and hold harmless the Village, its elected officials, its officers, agents, employees and volunteers from any and all obligations, liabilities or claims which may arise as a direct or indirect consequence of the Village's performance of this Agreement and the services agreed to be performed by the Village herein or the actions of the Village, its officials, agents, employees and any subcontractors employed by the Village. The Township will name the Village of Antwerp as an additional insured on its insurance policy. The Township's insurance coverage shall be primary insurance as it respects the Village, its elected officials, officers, agents, employees or volunteers and that any insurance maintained by the Village, its elected officials, officers, agents, employees or volunteers shall be excess to the Township's insurance and shall not contribute to it.
7. The Village hereby represents that the individuals that will provide the fire protection services are volunteers, employees, agents, and/or other officials acting on behalf of the Village. No principal-agent or employer-employee relationship is created by this Agreement. As such, the Township and any of its officials, employees, agents, and/or volunteers are not eligible to receive any benefits from the Village, including but not limited to, OPERS, vacation, sick leave, health insurance, life insurance, worker's compensation insurance, unemployment compensation, any form of retirement benefits (including social security eligibility), or other benefits based upon the status of the Village providing the fire protection services as an independent contractor of the Township. The Township is responsible for payment of all applicable taxes, including federal, state, and local taxes.
8. The Village and the Township each reserve the right to unilaterally terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party. Any such termination will not alter the obligation of the Township to pay any amounts due and owing to the Village by way of this Agreement for services rendered prior to the termination of said Agreement nor the obligation of the Township to assist in providing funds for the purchase of the tanker truck pursuant to the Memorandum of Understanding entered into by and between the Village and the Township. It is the responsibility of the Township to notify the users of these services within the territory described herein of the termination of

this Agreement.

9. Each party shall maintain accurate records, reports and other documents to sufficiently and properly account for all costs and expenses incurred by each party in the performance of its obligations under this Agreement. These records shall be available in accordance with the public entity's public records policy for inspection, review, audit, or other legitimate purpose by an authorized representative of the other party, the State of Ohio, the Federal Government, or representative of any, for a minimum of five (5) years after payment has been made pursuant to the terms of this Agreement or until after a State Audit, whichever occurs earlier.
10. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
11. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in enforcing this Agreement.
12. The validity and interpretation of any of the terms or provisions of this Agreement or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.
13. The invalidation of any clause or provision of this Agreement shall have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement shall remain in full force and effect, and be interpreted as consistently as possible.
14. Any notice required to be given hereunder, shall be given as follows:

Village of Antwerp  
Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

Township of Carryall  
Attn:

and

Attn: Ray Friend, Fire Chief  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-8081  
Fax: (419) 258-8081

15. This Agreement shall be effective as of January 1, 2017, and shall continue in full force and effect thereafter for the calendar years of 2017 through and including 2026 subject to the terms and conditions set forth herein. This Agreement supercedes any and all prior agreements between the Village and the Township pertaining to the provision of fire protection services in prior years. This Agreement does not supercede any agreements by and between the Village and the Township for the purchase of the tanker truck, including the Memorandum of Understanding entered into by and between the Village and the Township for that purpose.
16. It is understood and agreed by the parties hereto that the signatories to the Agreement have been duly authorized to execute this Agreement on behalf of the respective parties, and that the parties hereby waive any challenge or defense to the validity of this Agreement based on lack of capacity, or irregularity in the procedures surrounding the execution of this Agreement.

Executed at Antwerp, Ohio, on the day and year first above written.

**"VILLAGE"**

**VILLAGE OF ANTWERP**

By: Ray Delong  
Ray Delong  
Title: Mayor  
Date: 12-19-2016

By: Aimee Lichty  
Aimee Lichty  
Title: Village Fiscal Officer  
Date: 12-19-16

**"TOWNSHIP"**

**TOWNSHIP OF CARRYALL**

By: Eug Hughes  
Eug Hughes  
Title: Trustee  
Date: 12-12-16

By: Deb Wyckoff  
Deb Wyckoff  
Title: Fiscal Officer  
Date: 12-12-16

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

	Village Official	2016	2017	
				as below
Fire	Chief Assistant	\$383.77	\$393.36	Base amount- plus hrly rate as below
		\$10.40	\$10.66	per meeting
		\$13.49	\$13.83	first hour
		\$10.52	\$10.78	each add. hour
Fire	Captains	\$113.29	\$116.12	Base amount- plus hrly rate as below
Fire	Lieutenants	\$79.20	\$81.18	Base amount plus hrly rate as below
	Volunteer Fireman	\$10.40	\$10.66	per training hr.
	Volunteer Fireman	\$10.40	\$10.66	first hour
	Volunteer Fireman	\$10.40	\$10.66	each add. hour
EMS	Coordinator	\$2,436.64 to \$3,654.96	\$2,497.56 to \$3,746.33	Base amount- plus hrly rate as below
EMS	Maintenance Man	\$638.36	\$705.60	Base rate plus hrly rate below
EMS	Assistant	\$319.92	\$327.96	Base rate plus hrly rate below
EMS	Secretary	\$319.92	\$327.96	Base rate plus hrly rate below
EMS	Drivers	\$9.23	\$9.46	per hour
EMT	- A (BLS-Basic Life Support)	\$11.13	\$11.41	per hour
EMT	- B (Immediate Life Support)	\$14.40	\$14.76	per hour
All	EMS Personnel	\$10.72	\$10.99	per training



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2016-32

### **AN ORDINANCE ESTABLISHING COMPENSATION FOR THE VILLAGE OF ANTWERP, OHIO FOR THE CALENDAR YEAR 2017, AND DECLARING THE SAME AN EMERGENCY**

WHEREAS, it is desirable that the compensation of Village officials, employees, appointees, and volunteers for the Village of Antwerp, Ohio for the year 2017 be set forth in an Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1. That beginning with the first pay period of year 2017, the compensation of Village officials and employees be as follows:

Village Official	2016	2017	
Mayor	\$8,800.00	\$8,800.00	
Council Members –existing	\$3,400.00	\$3,400.00	
Newly elected Council Members	\$3,400.00	\$3,400.00	
Fiscal Officer	\$24,282.44	\$24,839.54	
Village Administrator	\$43,509.70	\$47,476.00	
Chief of Police	\$43,694.04	\$44,736.55	
Police - Full Time - On Probation	\$25,591.24 to \$29,309.51	\$26,231.02 to \$30,042.25	
Police - Full Time	\$29,288.82 to \$34,666.01	\$30,021.04 to \$35,532.66	
Police - Part Time	\$11.89 to \$18.28	\$12.19 to \$18.74	per hour
Police - Reserves	\$12.19 to \$14.62	\$12.50 to \$14.99	per hour
Fire Chief	\$2436.72	\$2497.64	Base amount- plus hrly rate as below
Fire Dept. Secretary	\$383.77	\$393.36	Base amount- plus hrly rate

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2016-33

### **AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2016-14 AUTHORIZING THE CHANGE OF SEWER RATES, TAP FEES AND RE-CONNECT FEES FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp, Ohio previously enacted Ordinance No. 2016-14 authorizing the charge of sewer rates, tap fees and re-connect fees for the Village of Antwerp; and

**WHEREAS**, due to the need to address additional costs required to provide the sewer services to users/consumers, Section 1 of Ordinance No. 2016-14 needs amended to reflect an increase in the minimum charge rate effective January 1, 2017.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** That Section 1 of Ordinance No. 2016-14 currently reads as follows:

The quarterly sewer rates for users/consumers within the Village corporation limits are a minimum charge of \$45.03 (including first six thousand (6,000) gallons) plus \$1.90 for each one thousand (1,000) gallons over the first six thousand (6,000) gallons. These rates will be reviewed annually to determine whether the rates established herein are sufficient.

**Section 2.** That Section 1 of Ordinance No. 2016-14 is amended to read as follows:

Commencing on January 1, 2017, the quarterly sewer rates for users/consumers within the Village corporation limits are a minimum charge of \$53.00 (including first six thousand (6,000) gallons) plus \$1.90 for each one thousand (1,000) gallons over the first six thousand (6,000) gallons. These rates will be reviewed annually to determine whether the rates established herein are sufficient.

**Section 3.** Previous ordinances and/or any portions thereof, including Section 1 of Ordinance No. 2016-14, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.

**Section 4.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, necessary for the well-being of the residents, and to increase the minimum charge for sewer rates sufficient to provide this service to users/consumers, and this Ordinance shall be in full force and effect

{7100/093/00561519-2MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Village Official	2016	2017	
		hour	
General Labor/Utilities Billing Clerk	\$8.58 to \$13.56	\$8.80 to \$13.90	per hour
Mayor's Court Clerk/EMS Billing Clerk	\$8.58 to \$13.56	\$8.80 to \$13.90	per hour
Tech I Water/Sewer/Assigned Duties	\$11.70 to \$16.20	\$11.99 to \$16.61	per hour
Tech II Water/Sewer/Assigned Duties	\$14.68 to \$19.68	\$15.05 to \$20.17	per hour

Section 2. Any and all other benefits to which Village officials and employees may be entitled are as set forth in the Village of Antwerp's Personnel Manual, subject to any and all amendments thereto.

Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.


Section 4. This Ordinance repeals any other ordinance inconsistent therewith.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village.

Section 6. This Ordinance shall be in full force and effect and after the earliest period allowed by law.

Passed: Nov. 21, 2016.

  
Ray DeLong, Mayor

Attest:   
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2016-34

AN ORDINANCE AMENDING ORDINANCE NO. 2016-32 ESTABLISHING COMPENSATION FOR THE VILLAGE OF ANTWERP, OHIO FOR THE CALENDAR YEAR 2017, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp, Ohio previously enacted Ordinance No. 2016-32 establishing the compensation for the Village of Antwerp, Ohio for the calendar year 2017, which Ordinance was passed by emergency measure on November 21, 2016; and

**WHEREAS**, Ordinance No. 2016-32 established the compensation for the Village Administrator at the salary level required to comply with the changes made to the overtime regulations of the Fair Labor Standards Act effective December 1, 2016; and

**WHEREAS**, on November 22, 2016, a federal judge in Texas issued a preliminary injunction that temporarily blocked implementation of the new overtime regulations; and

**WHEREAS**, the Council amends the compensation of the Village Administrator in light of the issuance of the temporary injunction issued one day following the passage of Ordinance No. 2016-32.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Ohio:

**Section 1.** Ordinance No. 2016-32 is amended to read as follows:

Section 1. That beginning with the first pay period of year 2017, the compensation of Village officials and employees be as follows:

Village Official	2016	2017
Mayor	\$8,800.00	\$8,800.00
Council Members –existing	\$3,400.00	\$3,400.00
Newly elected Council Members	\$3,400.00	\$3,400.00
Fiscal Officer	\$24,282.44	\$24,889.54
Village Administrator	\$43,509.70	\$44,597.80
Chief of Police	\$43,694.04	\$44,786.56

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

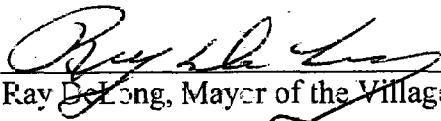
Form 6220S

Ordinance No. \_\_\_\_\_

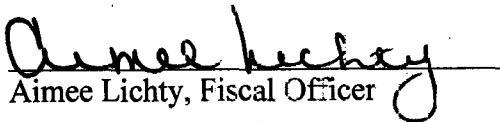
Passed \_\_\_\_\_, \_\_\_\_\_

immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: November 21, 2016.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

{7100/093/00561515-2MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Village Official	2016	2017	
Police - Full Time - On Probation	\$25,591.24 to \$29,309.51	\$26,231.02 to \$30,042.25	
Police - Full Time	\$29,288.82 to \$34,666.01	\$30,021.04 to \$35,532.66	
Police - Part Time	\$11.89 to \$18.28	\$12.19 to \$18.74	per hour
Police - Reserves	\$12.19 to \$14.62	\$12.50 to \$14.99	per hour
Fire Chief	\$2436.72	\$2457.64	Base amount-plus hrly rate as below
Fire Dept. Secretary	\$383.77	\$393.36	Base amount-plus hrly rate as below
Fire Chief Assistant	\$383.77	\$393.36	Base amount-plus hrly rate as below
	\$10.40	\$10.66	per meeting
	\$13.49	\$13.83	first hour
	\$10.52	\$10.78	each add. hour
Fire Captains	\$113.29	\$116.12	Base amount-plus hrly rate as below
Fire Lieutenants	\$79.20	\$81.18	Base amount plus hrly rate as below
Volunteer Fireman	\$10.40	\$10.66	per training hr.
Volunteer Fireman	\$10.40	\$10.66	first hour
Volunteer Fireman	\$10.40	\$10.66	each add. hour

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

Village Official	2016	2017	
EMS Coordinator	\$2,436.64 to \$3,654.96	\$2,497.56 to \$3,746.33	Base amount- plus hrly rate as below
EMS Maintenance Man	\$688.36	\$705.60	Base rate plus hrly rate
EMS Assistant	\$319.92	\$327.96	below
EMS Secretary	\$319.92	\$327.96	Base rate plus hrly rate below
EMS Drivers	\$9.23	\$9.46	per hour
EMT - A (BLS-Basic Life Support)	\$11.13	\$11.41	per hour
EMT - B (Immediate Life Support)	\$14.40	\$14.75	per hour
All EMS Personnel	\$10.72	\$10.99	per training hour
General Labor/Utilities Billing Clerk	\$8.58 to \$13.56	\$8.80 to \$13.90	per hour
Mayor's Court Clerk/EMS Billing Clerk	\$8.58 to \$13.56	\$8.80 to \$13.90	per hour
Tech I Water/Sewer/Assigned Duties	\$11.70 to \$16.20	\$11.99 to \$16.61	per hour
Tech II Water/Sewer/Assigned Duties	\$14.68 to \$19.68	\$15.05 to \$20.17	per hour

Section 2. Any and all other benefits to which Village officials and employees may be entitled are as set forth in the Village of Antwerp's Personnel Manual, subject to any and all amendments thereto.

Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance repeals any other ordinance inconsistent therewith.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 3220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

for the immediate preservation of the public health, safety and welfare of the Village.

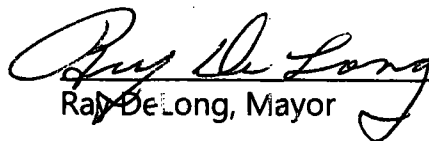
Section 6. This Ordinance shall be in full force and effect and after the earliest period allowed by law.

**Section 2. Previous ordinances and/or any portions thereof, including Ordinance No. 2016-32, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught and this Ordinance repeals any other ordinance inconsistent therewith.**

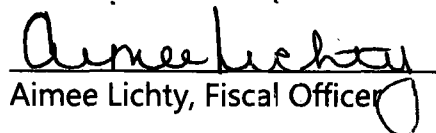
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and necessary in light of the temporary injunction issued blocking the implementation of the new overtime rules, and this Ordinance shall be in full force and effect after the earliest period allowed by law.

Passed: Nov 29, 2016.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2016-35

AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE VILLAGE OF ANTWERP, OHIO, AND PARAGON TEMPERED GLASS, LLC FOR THE SUPPLY AND PURCHASE OF WATER AND PROVISION OF SEWER SERVICE, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Ohio (the "Village"), has previously supplied water to Paragon Tempered Glass, LLC ("Paragon Tempered Glass") and treated sewage discharge from its facility located at 5406 County Road 424, Antwerp, Ohio 45813 (the "Paragon Antwerp facility"); and

WHEREAS, it is desirable for the Village to have an agreement with Paragon Tempered Glass for the sale and purchase of water and treatment of sewage discharge from the Paragon Antwerp facility by the Village.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

Section 1. The Village is hereby authorized to enter into an agreement for furnishing water and receiving sewage for treatment with Paragon Tempered Glass pursuant to the following rates and terms:

FOR CALENDAR YEAR 2017:

- A. Paragon Tempered Glass shall pay the Village a monthly charge for the transportation and treatment of water delivered from the Village to the Paragon Antwerp facility. The monthly charge for water so delivered to the Paragon Antwerp facility shall be \$3.07 for each 1,000 gallons of water, plus a flat rate of \$17.24 per quarter, which shall be paid at the rate of \$5.74 per month.
- B. Paragon Tempered Glass shall pay the Village the sum of \$1.67 per 1,000 gallons of sewage collected into the Village's sewer treatment system from the Paragon Antwerp facility for treatment per month, plus a flat rate of \$39.27 per quarter, which shall be billed at the rate of \$13.09 per month.

Section 2. Paragon Tempered Glass shall install, operate and maintain in accordance with the Village's regulations all required meters.

Section 3. The agreement by and between the Village and Paragon Tempered Glass for the supply and purchase of water and provision of sewer service shall be in effect from January 1, 2017, to and including December 31, 2017.

Section 4. It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the welfare, convenience and prosperity of the Village and necessary to allow the supply and purchase of water and provision of sewer services to the Paragon Antwerp facility, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

# RECORD OF ORDINANCES

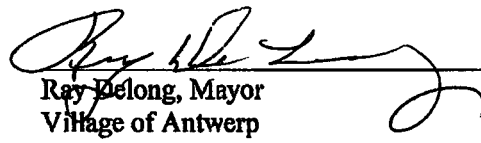
BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

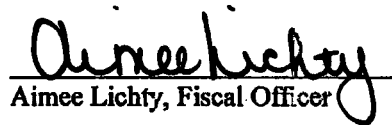
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

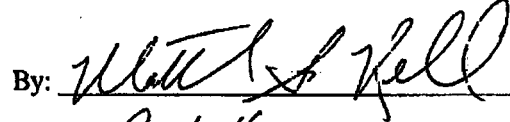
Passed: 12.19.16

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

Accepted by Paragon Tempered Glass, LLC:

By: 

Its: Controller

Date signed: 12-8-16

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

ORDINANCE NO. 2016-36

Form 6220S

## AN ORDINANCE TO ESTABLISH TIME AND PLACE OF REGULAR MEETINGS OF THE COUNCIL FOR THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, FOR CALENDAR YEAR 2017, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp, Paulding County, Ohio, is desirous of holding monthly regular council meetings in calendar year 2017; and

**WHEREAS**, in accordance with Ohio Revised Code Section 731.46, the Village Council hereby establishes the time and place of regular meetings of the Council for calendar year 2017 as provided herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** Regular meetings of the Council shall be held at the Council Chambers located at 118 North Main Street in the Village of Antwerp, Ohio.

**Section 2.** Regular meetings of the Council shall be held on the third (3<sup>rd</sup>) Monday of each month at 5:30 p.m., except for those third (3<sup>rd</sup>) Mondays that are deemed a holiday under the personnel manual of the Village of Antwerp, then the regular council meeting shall be the third (3<sup>rd</sup>) Tuesday of that month at 8:00 a.m., which includes the regular meeting of the Council for January 2017 and February 2017. The regular meeting of the Council for January 2017 will be held on January 17, 2017 at 8:00 a.m., and the regular meeting of the Council for February 2017 will be held on February 21, 2017 at 8:00 a.m.

**Section 3.** This Ordinance shall be in effect for regular meetings of the Council starting in January 2017, and be subject to amendment at the request of the Mayor of the Village of Antwerp or at the request of a member of the Council. Notice of any change in the time and/or place of a regular meeting of the Council shall be provided in accordance with Ordinance No. 2012-18.

**Section 4.** It is found and determined that all formal action of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that the time and place of regular Council meetings be established. This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 19 day of December, 2016.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

{7100/093/00572756-1 MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

ORDINANCE NO. 2016-37

Passed \_\_\_\_\_

## **AN ORDINANCE ESTABLISHING A SPECIAL REVENUE FUND ENTITLED SEVERANCE PAY RESERVE FUND AND AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE SPECIAL REVENUE FUND, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council for the Village of Antwerp finds it necessary to establish a special revenue fund as allowed under Ohio Revised Code § 5705.13(B) to accumulate the resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or the retirement of officers and employees of the Village of Antwerp, Ohio;

**WHEREAS**, the Council deems it in the best interest of the Village to create a special revenue fund for the purposes specified in Ohio Revised Code § 5705.13(B) and to transfer money to the special revenue fund from the general fund of the Village from which such payments may be lawfully made, such transfer to take place in calendar year 2017.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, that:

**Section 1.** The Council of the Village of Antwerp authorizes the Fiscal Officer of the Village of Antwerp to establish a special revenue fund as allowed under Ohio Revised Code § 5705.13(B) for the purpose of accumulating resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or the retirement of officers and employees of the Village of Antwerp. The fund established is the Severance Pay Reserve Fund, Fund B14-7X021.

**Section 2.** The revenue authorized to be placed in the Severance Pay Reserve Fund shall be from the General Fund.

**Section 3.** The Council authorizes the transfer of the sum of Twenty-Nine Thousand Six Hundred Eighty-Two Dollars and Eighteen Cents (\$29,682.18) from the General Fund to the Severance Pay Reserve Fund as determined by the Fiscal Officer as the appropriate sum to initially fund the Severance Pay Reserve Fund for the purposes set forth herein, and such transfer shall occur in calendar year 2017.

**Section 4.** It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and necessary for  
(7100/093/00572802-1 MLF)

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

the Village of Antwerp to establish the special revenue fund for the purposes provided under  
*Ordinance No. 1*  
~~Ohio Revised Code § 5705.13(B) and to authorize a transfer into said fund in calendar year 2017.~~  
*Passed*  
This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall  
take effect and be in force after the earliest period allowed by law.

Passed this 19 day of December, 2016.

Attest:

  
Ray DeLong, Mayor  
Village of Antwerp

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2016-38

### AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ANTWERP, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2017, AND DECLARING THE SAME AN EMERGENCY

**Section 1.** BE IT ORDAINED by the Council of Village of Antwerp, State of Ohio, that, to provide for the current expenses and other expenditures of the said Village of Antwerp during the fiscal year ending December 31, 2017 the following sums be and they are hereby set aside and appropriated as follows:

General Fund	\$490,982.00
Street Construction, Maintenance and Repair Fund	\$82,388.00
State Highway and Improvement Fund	\$22,000.00
Law Enforcement Training	\$3,400.00
Fed-Mayor's Court Fund	\$4,500.00
Permissive Tax Budget	\$17,850.00
Fire Fund	\$84,579.00
Fire Truck Fund	\$52,337.00
EMS Fund	\$140,000.00
EMS Vehicle Replacement Fund	\$0.00
Severance Pay Reserve Fund	\$29,682.00
Vet's Memorial Fund	\$600.00
Indigent Driver Alcohol Monitor Fund	\$0.00
Pump Station Project Fund	\$648,850.00
Water Treatment Plant Improvements Fund	\$175,450.00
Water Fund	\$382,264.00
Sewer Fund	\$454,978.00
Trash Fund	\$60,000.00
Deposit Fund	\$800.00
Storm Sewer Fund	\$50,839.00
Cemetery Fund	\$14,900.00
Indigent Driver Fund	\$0.00
FOJ Fund	\$87.00
Mayor's Court Account Fund	\$35,000.00
Police Fund	\$280,075.00
Street Lighting Fund	\$22,500.00
Total Appropriations	\$3,054,061.00

**Section 2.** And the Fiscal Officer is hereby authorized to draw warrants on the Village Fiscal Officer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of council to make the expenditures; provided that no warrants shall be

{7100/093/00573702-1 MLF}

## RECORD OF ORDINANCES

drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations herein made.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and well-being of the residents.

Passed

12-19-16

Jan Reeb  
Jan Reeb, President of Council

Ray DeLong  
Ray DeLong, Mayor

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

### CERTIFICATE

**Section O.R.C 5705.39, -**"No appropriation measure shall become effective until the county auditor files with the appropriating authority a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure."

The State of Ohio Paulding County,

I, Aimee Lichty, Fiscal Officer of Village of Antwerp in said County, and in whose custody the Files, Journals, and Records of the Village of Antwerp, Ohio are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Ordinance is taken and copied from the original Ordinance and has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature this 19 day of December, 2016.

Aimee Lichty  
Aimee Lichty, Fiscal Officer  
Village of Antwerp, Ohio



RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

ORDINANCE NO. 2016-39

AN ORDINANCE AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF ANTWERP, OHIO TO AMEND APPROPRIATIONS AND DECLARING IT AN EMERGENCY

WHEREAS, the Fiscal Officer has determined that it is necessary to amend the following appropriations and WHEREAS, Council must approve the amending of appropriations pursuant to Ohio Revised Code Section 5705.40.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1: The Fiscal Officer is hereby authorized to amend the following appropriations:

VILLAGE OF ANTWERP			
2016 REAPPROPRIATIONS	ORIGINAL APPR	ADJUSTMENT	REAPPROP BALANCE
A01 - GENERAL FUND	\$ 431,605.00	(61,915.67)	369,689.33
B01 - STREET FUND	\$ 81,638.12	(6,173.84)	75,464.28
B02 - STATE HIGHWAY FUND	\$ 12,000.00	(12,000.00)	-
B05 - LAW ENFORCEMENT FUND	\$ 1,000.00	(1,000.00)	-
B07 - FED-MAYOR COURT	\$ 4,500.00	(495.24)	4,004.76
B08 - PERMISSIVE TAX	\$ 17,850.00	(1,556.00)	16,294.00
B09 - FIRE FUND	\$ 43,466.28	304,656.80	348,123.08
B10 - FIRE TRUCK LEVY FUND	\$ 50,000.00	-	50,000.00
B11 - EMS FUND	<del>\$ 128,874.06</del>	<del>(15,397.74)</del>	113,476.32
B12 - EMS VEHICLE REPL FUND	<del>\$ 127,000</del>	<del>(13,523.68)</del>	-
B14 - SEVERANCE PAY RES FUND (NEW IN 2017)	\$ -	-	-
B15 - VETS MEMORIAL	\$ 600.00	(129.60)	470.40
B16 - SAFE ROUTES TO SCHOOL (DEL IN 2017)	\$ 170,000.00	(9,571.83)	160,428.17
B17 - IND DR ALCOHOL MONITOR	\$ -	37,400.08	37,400.08
D01 - OWDA - PUMP STATION	\$ -	40,830.01	40,830.01
D02 - WATER TREATMENT PLANT IMP (NEW IN 2017)	\$ -	-	-
D08 - WOODCOX WATERLINE REPL (DEL IN 2017)	\$ 65,354.72	-	65,354.72
E01 - WATER FUND	\$ 390,399.85	(4,319.33)	386,080.52
E02 - WASTEWATER FUND	\$ 511,050.98	(17,691.31)	493,359.67
E05 - TRASH	\$ 60,000.00	25.18	60,025.18
E06 - DEPOSIT FUND	\$ 1,100.00	(1,049.01)	50.99
E14 - STORM SEWER	\$ 51,938.19	(3,474.27)	48,463.92
G05 - CEMETERY FUND	\$ 14,900.00	91.78	14,991.78
G06 - INDIGENT DRIVER	\$ -	-	-

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

G07 - <del>ED FUND</del>	\$	Passed -	686.90	686.90
G08 - MAYORS COURT	\$	31,400.00	17,532.00	48,932.00
H01 - POLICE FUND	\$	227,150.00	(20,570.61)	206,579.39
H03- STREET LIGHTING	\$	23,000.00	(458.27)	22,541.73
GRAND TOTAL	\$	2,317,827.20	\$ 208,019.95	\$2,525,847.15

ORDINANCE NO. 2016-39

**Section 2:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and well-being of the residents.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4:** This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Date 12.19.16

Mayor [Signature]

Attest:

[Signature]  
Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

## ORDINANCE NO. 2016-40

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

### **AN ORDINANCE ESTABLISHING A CAPITAL IMPROVEMENT FUND: PUMP STATION PROJECT – FUND NUMBER D01; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, it is necessary to establish a capital improvement fund for the Pump Station Project proposed by the Village of Antwerp, Ohio ("Village"), Fund Number D01, in order to properly account for related revenues and expenses, including loans, grants, or other funding sources.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

**Section 1.** There is hereby established a capital improvement fund to be known as the "Pump Station Project – Fund Number D01". The necessity for establishing this fund is to provide for project-specific accounting records for revenue and expenditures associated with the Pump Station Project in accordance with the design plans, including accounting for related anticipated funding.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that there is the immediate need to provide a fund required for proper accounting of revenues and expenditures associated with the Pump Station Project, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 19 day of December, 2016.

Attest:

  
Ray DeLong, Mayor  
Village of Antwerp

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

## ORDINANCE NO. 2016-41

Ordinance No.

Passed

### **AN ORDINANCE ESTABLISHING A CAPITAL IMPROVEMENT FUND; WATER TREATMENT PLANT IMPROVEMENTS – FUND NUMBER D02; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, it is necessary to establish a capital improvement fund for the Water Treatment Plant Improvements proposed by the Village of Antwerp, Ohio ("Village"), Fund Number D02, in order to properly account for related revenues and expenses, including loans, grants, or other funding sources.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

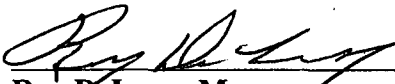
**Section 1.** There is hereby established a capital improvement fund to be known as the "Water Treatment Plant Improvements – Fund Number D02". The necessity for establishing this fund is to provide for project-specific accounting records for revenue and expenditures associated with the Water Treatment Plant Improvements in accordance with the design plans, including accounting for related anticipated funding.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that there is the immediate need to provide a fund required for proper accounting of revenues and expenditures associated with the Water Treatment Plant Improvements, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 19 day of December, 2016.

Attest:

  
Ray DeLong, Mayor  
Village of Antwerp

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2016-42

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$5,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which transfer does not require a vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund even though said approval is not required pursuant to Ohio Revised Code Section 5705.14, with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Section 5705.14.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

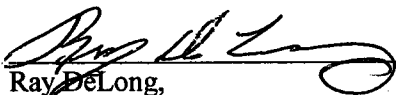
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Five Thousand Dollars and Zero Cents (\$5,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

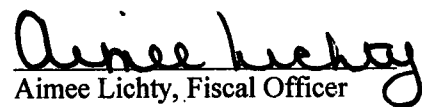
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 12-19-16

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

{7100/075/00269584-2AB}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 5220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-01

### AN ORDINANCE APPROVING, ADOPTING AND ENACTING AMERICAN LEGAL PUBLISHING'S OHIO BASIC CODE, 2017 EDITION, AS THE CODE OF ORDINANCES FOR THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the present general and permanent ordinances of the Village of Antwerp, Ohio ("Village") are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the Village and for the proper conduct of its affairs; and

**WHEREAS**, the American Legal Publishing Corporation publishes a Code of Ordinances suitable for adoption by municipalities in Ohio; and

**WHEREAS**, it is necessary to provide for the usual daily operation of the Village and for the immediate preservation of the public peace, health, safety and general welfare of the Village that this Ordinance take effect at an early date.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

**Section 1.** American Legal Publishing's Ohio Basic Code, 2017 Edition, as reviewed and approved by the Council of the Village, is hereby adopted and enacted. Any prior version of the Ohio Basic Code which may have been previously adopted by the Village is hereby repealed as obsolete and is hereby replaced in its entirety by this Ohio Basic Code, 2017 Edition.

**Section 2.** One copy of American Legal Publishing's Ohio Basic Code, 2017 Edition, certified as correct by the Mayor and Fiscal Officer of the Village, as required by Ohio Revised Code § 731.23, shall be kept in its initial form on file in the office of the Fiscal Officer of the Village and retained as a permanent ordinance record of the Village. The Fiscal Officer of the Village is authorized and directed to publish a summary of all new matters contained in the Code of Ordinances as required by Ohio Revised Code § 731.23. Such summary is attached hereto and marked as "Exhibit A."

**Section 3.** All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the Ohio Basic Code, 2017 Edition, as adopted in Section 1 hereof, are hereby repealed as of the effective date of this Ordinance, except as follows:

- (A) The enactment of the Ohio Basic Code, 2017 Edition, shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such

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# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.

(B) The repeal provided above shall not affect:

- (1) The grant or creation of a franchise, license, right, easement or privilege;
- (2) The purchase, sale, lease or transfer of property;
- (3) The appropriation or expenditure of money or promise or guarantee of payment;
- (4) The assumption of any contract or obligation;
- (5) The issuance and delivery of any bonds, obligations or other instruments of indebtedness;
- (6) The levy or imposition of taxes, assessments or charges;
- (7) The establishment, naming, vacating or grade level of any street or public way;
- (8) The dedication of property or plat approval;
- (9) The annexation or detachment of territory;
- (10) Any legislation enacted subsequent to the adoption of this Ordinance;
- (11) Any legislation enacted prior to the adoption of this Ordinance and said legislation was enacted to supersede prior ordinances adopted by the Council of the Village, including a provision contained in prior versions of the Ohio Basic Code.

**Section 4.** Whenever reference is made in any documents, publications, or signs of the Village, including but not limited to traffic tickets and traffic-control signs, to a section as it existed in a former edition of the Ohio Basic Code, the reference shall extend and apply to the section referred to as subsequently amended, revised, recodified, or renumbered.

**Section 5.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health safety and general welfare of the people of the Village, and shall take effect at the earliest date provided by law.

Date Passed: Jan 18, 2017

Ray DeLong  
Ray DeLong, Mayor

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

## Exhibit A

### OHIO BASIC CODE, 2017 EDITION — SUMMARY OF CONTENTS

Notice is hereby given that on the 18<sup>th</sup> day of Jan., 2017, there was enacted by the Legislative Authority of the Municipality of Antwerp, Ohio, an ordinance entitled "An Ordinance Approving, Adopting and Enacting American Legal Publishing's Ohio Basic Code, 2017 Edition, as the Code of Ordinances for the Municipality of Antwerp, Ohio."

A summary of the subjects, including all new matters contained in the Code of Ordinances, as adopted, are as follows. The majority of Basic Code provisions are based directly on state law.

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#### TITLE I: GENERAL PROVISIONS

##### Chapter 10: General Provisions

Section	
10.01	Short titles
10.02	Definitions
10.03	Rules of construction
10.04	Revivor; effect of amendment or repeal
10.05	Construction of section references
10.06	Conflicting provisions
10.07	Severability
10.08	Reference to offices
10.09	Errors and omissions
10.10	Ordinances repealed
10.11	Ordinances unaffected
10.12	Ordinances saved
10.13	Application to future ordinances
10.14	Interpretation
10.15	Amendments to code; amendatory language
10.16	Statutory references
10.17	Preservation of penalties, offenses, rights and liabilities
10.18	Determination of legislative intent
10.99	General penalty

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#### TITLE III: ADMINISTRATION

##### Chapter 30: General Provisions

Section	
30.01	Application of Title III
30.02	Qualifications; oaths
30.03	Bonds of officers and employees; amount
30.04	Additional bond; where bonds recorded and kept
30.05	Approval of bonds
30.06	Sufficiency of form of bond
30.07	Filling vacancies in offices
30.08	Public records available
30.09	Records Commission
30.10	Meetings of public bodies to be open; exceptions; notice
30.11	Municipal officers may attend conference or convention; expenses
30.12	Residency requirements prohibited; exceptions

##### Chapter 31: Executive Authority

Section	
	<i>General Provisions</i>
31.001	Executive power; where vested



### ***Mayor***

- 31.015 Term of Mayor; power and duties
- 31.016 General duties of the Mayor
- 31.017 Communications to the Legislative Authority
- 31.018 Protest against excess of expenditures
- 31.019 Supervision of conduct of officers
- 31.020 Annual report to the Legislative Authority
- 31.021 Mayor to file charges against delinquent officers
- 31.022 Vacancies in office of Mayor
- 31.023 Disposition of fines and other moneys

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- 31.040 Election, term, qualifications of the Clerk
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- 31.043 Seal of Clerk
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- 31.065 Duty of delivering money and property

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- 31.082 Assistants

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- 31.101 Administrator
- 31.102 Board of Trustees of Public Affairs
- 31.103 Fire Engineer, Engineer and Superintendent of Markets

## **Chapter 32: Legislative Authority**

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- 32.002 President Pro Tempore; employees
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- 32.006 Vacancy
- 32.007 Judge of election and qualification of members; quorum and special meetings
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- 32.009 Meetings
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- 32.012 Notice when new bond required
- 32.013 Care, supervision and management of public institutions

### ***Contracts, Bids and Proceedings***

- 32.025 Contracts by the Legislative Authority or Administrator
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- 32.041 Passage procedure
- 32.042 Style of ordinances
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- 32.044 Authentication and recording of ordinances and resolutions
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- 32.048 Publication and certification of ordinances in book form
- 32.049 Adoption of technical ordinances and codes
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- 32.075 Words to be printed in red
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- 32.078 Prohibited practices relative to petitions
- 32.079 Accepting premiums for signing
- 32.080 Threats in securing signatures
- 32.081 Application of subchapter if Charter adopted

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- 33.02 Powers of Mayor and Mayor's Court Magistrate in criminal matters
- 33.03 Duties of Mayor and Mayor's Court Magistrate; fees; office; seal
- 33.04 Mayor's Court Magistrate
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- 33.21 Acts in contempt of court
- 33.22 Hearing
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- 33.28 Release of prisoner committed for contempt
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- 34.03 Deputy marshals and police officers
- 34.04 Auxiliary police units
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- 34.06 Removal proceedings; suspension; appeals
- 34.07 General powers
- 34.08 Powers and duties of Marshal
- 34.09 Disposition of fines and penalties
- 34.10 Property recovered by police
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- 35.02 Fire Chief; Fire Prevention Officer; employment of firefighters; criminal records check for firefighters
- 35.03 Schooling of officers and firefighters of fire department
- 35.04 Legislative Authority may purchase engines and equipment
- 35.05 Buildings for department
- 35.06 Records
- 35.07 Maximum consecutive hours for firefighters on duty
- 35.08 Investigation of cause of fire
- 35.09 Right to examine buildings, premises, and vehicles
- 35.10 Burning buildings for firefighting instruction or research
- 35.11 Impersonating fire safety inspector
- 35.12 Standards for equipment
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- 35.14 Firefighting and emergency services agreements
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**Section**

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- 36.02 Nonliability of municipality; exceptions
- 36.03 Defenses and immunities
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- 36.05 Damages
- 36.06 Satisfaction of judgments
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- 36.08 Liability insurance
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## TITLE V: PUBLIC WORKS

[Reserved]

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## TITLE VII: TRAFFIC CODE

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#### Section

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- 70.02 Compliance with order of police officer
- 70.03 Emergency vehicles to proceed cautiously past red or stop signal
- 70.04 Exceptions generally; emergency, public safety and coroner vehicles exempt
- 70.05 Persons riding or driving animals upon roadways
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- 70.31 Signal lights
- 70.32 Signals over reversible lanes
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- 70.34 Pedestrian-control signals
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- 71.29 Operating motor vehicle or motorcycle without valid license
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- 71.51 Application of federal regulations
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- 72.007 Prohibition against driving upon left side of roadway
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- 72.012 Divided roadways
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- 74.33 Installation and sale of seat safety belts required; definition
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- 74.52 All loads shall be properly secured
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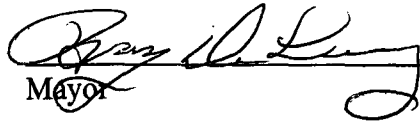
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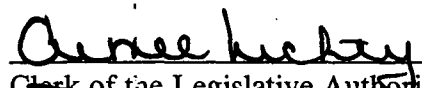
  
Mayor

  
~~Clerk of the Legislative Authority~~  
Fiscal Officer

### CERTIFICATION OF CODIFIED ORDINANCES

We, Ray DeLong, Mayor, and Aimee Lichty, <sup>Fiscal Office</sup>~~Clerk of the Legislative Authority~~, of the Municipality of Antwerp, Ohio, pursuant to Ohio Revised Code §§ 731.23 and 731.42, hereby certify that the general and permanent ordinances of the Municipality, as revised, rearranged, compiled, renumbered as to sections, codified and printed herewith in component codes and titles are correct as and constitute the Code of Ordinances for the Municipality of Antwerp, Ohio.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
~~Clerk of the Legislative Authority~~  
Fiscal officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 62-05

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-02

### AN ORDINANCE ADOPTING THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, INCLUDING ANY AND ALL AMENDMENTS THERETO AND ALL APPLICABLE STATEMENTS ATTACHED THERETO, FOR CALENDAR YEAR 2017, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp desires to adopt the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for the Village of Antwerp, Ohio, to be in effect for calendar year 2017.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Village of Antwerp, Ohio, adopts the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for calendar year 2017. A copy of the Personnel Manual is attached hereto and made a part hereof as **Exhibit A**.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason to adopt the Personnel Manual for calendar year 2017, and this Ordinance shall take effect and be in force immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: Jan 18, 2017

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-03

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$27,500.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which transfer does not require a vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund even though said approval is not required pursuant to Ohio Revised Code Section 5705.14, with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Section 5705.14.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

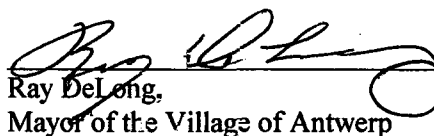
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

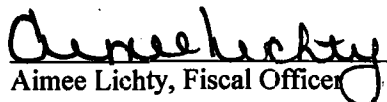
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date Jan 18, 2017

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

{7100/075/00259584-2AB}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-04

### AN ORDINANCE REPEALING ORDINANCE NO. 2011-10, AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2008-49 ESTABLISHING POLICIES AND PROCEDURES FOR THE CONSTRUCTION, RECONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF SIDEWALKS, CURBS AND GUTTERS IN THE VILLAGE OF ANTWERP, OHIO; AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, on April 18, 2011, the Council of the Village of Antwerp, Ohio approved the passage of Ordinance No. 2011-10, an Ordinance amending Section 1 of Ordinance No. 2008-49 establishing policies and procedures for the construction, reconstruction, repair, replacement, and maintenance of sidewalks, curbs and gutters in the Village of Antwerp, Section 1 pertaining to the duty to keep sidewalks in repair and clean from ice and snow; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, finds it necessary to further amend Section 1 of Ordinance No. 2008-49 and set forth in a new amending Ordinance the policies and procedures on keeping sidewalks in repair and clean from ice and snow; and

**WHEREAS**, the Council is repealing Ordinance No. 2011-10 in order to set forth the new policy and procedures on keeping sidewalks in repair and clean from ice and snow in the Village.

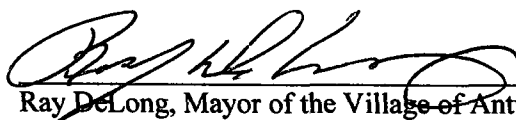
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** Ordinance No. 2011-10 is repealed.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason to repeal prior ordinance setting forth the policy and procedures on keeping sidewalks in repair and clean from ice and snow in the Village of Antwerp, Ohio, and to allow the Council to approve a new amending ordinance providing the policy and the procedures for the same, and this Ordinance shall take effect and be in force immediately upon its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 18 day of Jan, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

{7100/C36/00581146-1 MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-05

### **AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2008-49 ESTABLISHING POLICIES AND PROCEDURES FOR THE CONSTRUCTION, RECONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF SIDEWALKS, CURBS AND GUTTERS IN THE VILLAGE OF ANTWERP, OHIO; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp, Ohio, adopted an Ordinance establishing policies and procedures for the construction, reconstruction, repair, replacement, and maintenance of sidewalks, curbs and gutters in the Village of Antwerp, Ohio, designated as Ordinance No. 2008-49 and passing by a majority vote of the Council of the Village of Antwerp, Ohio, after a third reading, on October 27, 2008; and

**WHEREAS**, the Council, by way of Ordinance 2008-49, established a section, specifically Section 1, providing the duty to keep sidewalks in repair and clean of ice and snow; and

**WHEREAS**, since the passage of Ordinance No. 2008-49, the Council adopted a Comprehensive Plan that encourages improving the walkability of the Village to mitigate traffic, encourage environmental sustainability, safe routes to school and the overall quality of Village life; and

**WHEREAS**, accumulations of snow and ice that make pedestrian use of sidewalks difficult or impassable present risks to the public health, safety and welfare, and constitute a public nuisance; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, has determined that it is necessary to amend Section 1 of Ordinance No. 2008-49 to update the policy and procedures regarding the keeping of sidewalks in repair and clean from ice and snow in order to better serve the general health, safety, and welfare of the citizens of the Village regarding the removal of snow and ice from Village sidewalks.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** Section 1 of Ordinance No. 2008-49 of the Village of Antwerp, Ohio, is amended to read as follows:

**“Section 1. Duty to Keep Sidewalks in Repair and Clean of Ice and Snow.**

- (a) The owner, occupant or person having the care of any building or lot of land bordering on any street with graded or paved sidewalk shall remove and clean away all snow in excess of two (2) inches within twenty-four (24) hours after the snow ceases to fall. This provision shall include snow or ice falling from any building.

{7100/097/00581170-1 SLS}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Whenever such sidewalk or any part thereof becomes encumbered with ice, the owner, occupant or person in control shall cause such sidewalk to be made safe by removing such ice or sprinkling the same with sand or other suitable substance within twenty-four (24) hours.

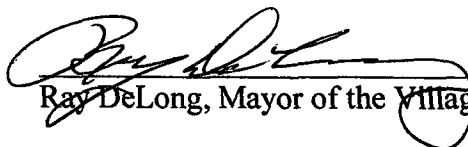
- (b) It shall be the duty of every owner of any lot or parcel of land situated within the corporate limits of the Village to keep and maintain sidewalks now or hereafter constructed along all streets adjoining such land in good order and free from nuisance.
- (c) Depositing snow and ice onto public property including streets and sidewalks is prohibited.
- (d) Whoever violates this section is guilty of a minor misdemeanor."

**Section 2.** Previous Ordinances and/or any portions thereof, including Section 1 of Ordinance No. 2008-49 and Ordinance No. 2011-10, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.


**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of § 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure for the preservation of the public health, safety and welfare of the citizens of the Village of Antwerp regarding the removal of snow and ice from Village sidewalks. This Ordinance shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 18 day of Jan, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-06

### **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO SECOND ADDENDUM TO AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village of Antwerp entered into an Agreement with Real Waste Disposal, LLC for the collection, transportation and disposal of residential solid waste within the corporate limits of the Village of Antwerp, Ohio (the "Agreement"), for a one (1) year period beginning April 1, 2015, and ending on March 31, 2016; and

**WHEREAS**, the Agreement provides that in its sole discretion, the Village of Antwerp may extend the term of the Agreement for four (4) successive one (1) year periods; and

**WHEREAS**, the Council authorized the first extension of this Agreement for a one (1) year period beginning April 1, 2016, and ending on March 31, 2017; and

**WHEREAS**, the Council authorized written notice of the Village's intention to renew the Agreement for second term of another one (1) year period at the council meeting conducted on December 19, 2016; and

**WHEREAS**, the Village desires to extend the Agreement for another one (1) year period beginning April 1, 2017, and ending on March 31, 2018; and

**WHEREAS**, the Council of the Village of Antwerp authorizes the Mayor to enter into a Second Addendum to the Agreement for the one (1) year period extension.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:**

**Section 1.** That the Village of Antwerp elects to extend the one (1) year period of the Agreement with Real Waste Disposal, LLC for the collection, transportation and disposal of residential solid waste within the corporate limits of the Village of Antwerp, Ohio, for a one (1) year period beginning on April 1, 2017, and ending on March 31, 2018, and the Mayor is authorized to enter into a Second Addendum to the Agreement for this extension, which Addendum is attached hereto and incorporated herein by reference.

**Section 2.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

{7100/093/00561567-1 MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

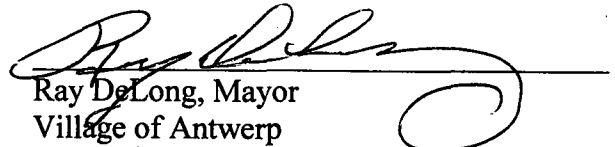
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

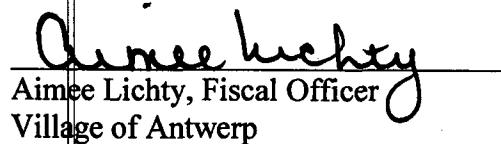
**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the continuation of residential solid waste collection, transportation and disposal services within the corporate limits of the Village, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: Jan 18, 2017.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer  
Village of Antwerp

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**SECOND ADDENDUM TO AGREEMENT FOR THE COLLECTION,  
TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID  
WASTE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF  
ANTWERP, OHIO**

**THIS SECOND ADDENDUM** is to amend an Agreement for the Collection, Transportation and Disposal of Residential Solid Waste within the Corporate Limits of the Village of Antwerp, Ohio between the Village of Antwerp, Ohio, and Real Waste Disposal, LLC ("Agreement"), which Agreement was entered into as of the 6<sup>th</sup> day of February, 2015.

The term of this Agreement was for a one (1) year period beginning on April 1, 2015, and ending on March 31, 2016, which was renewed for a successive one (1) year period beginning on April 1, 2016, and ending on March 31, 2017. The Village elects to extend the Agreement for another one (1) year period as provided in Section 1.1 of the Agreement and the Agreement is amended to reflect the term of the Agreement is for a one (1) year period beginning on April 1, 2017, and ending on March 31, 2018.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum this 18 day of Jan, 2017.

**ATTEST:**

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong, Mayor  
Village of Antwerp

**APPROVED AS TO FORM:**

Melanie L. Farr  
Melanie L. Farr, Village Solicitor

**Real Waste Disposal, LLC**

By: [Signature]

Name: Ryan Lassiter

Title: Member

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2017-01

### **A RESOLUTION REQUESTING THE COUNTY AUDITOR TO CERTIFY TO THE VILLAGE OF ANTWERP THE TOTAL CURRENT TAX VALUATION AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY ONE MILL FOR A RENEWAL LEVY FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES FOR A FIVE YEAR PERIOD COMMENCING IN 2018, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village of Antwerp Council finds it necessary to request the Paulding County Auditor to certify the current tax valuation and the dollar amount of revenue that would be generated by a renewal of one mill; and

**WHEREAS**, a renewal of a tax for the benefit of the Village of Antwerp for the purpose of fire protection and emergency medical services at a rate not exceeding one mill for each one dollar of valuation is necessary as the current levy for such purposes expires at the end of the calendar year 2017; and

**WHEREAS**, the Council for the Village of Antwerp deems it necessary to request the certification from the County Auditor in order for the Village of Antwerp to place a renewal levy on the ballot for the upcoming general election for fire protection and emergency medical services for a five (5) year period, commencing in 2018, first payable to the Village of Antwerp in calendar year 2019.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, Paulding County, Ohio, that:

**Section 1.** The Village of Antwerp is requesting the County Auditor to certify the current tax valuation and dollar amount of revenue that would be generated by one mill. The purpose of requesting this certification from the County Auditor is for the Village to place a renewal levy on the ballot for the upcoming general election for fire protection and emergency medical services. The renewal levy will be for a five (5) year period commencing in 2018, first payable to the Village of Antwerp in calendar year 2019.

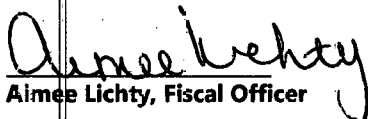
**Section 2.** This Resolution is in accordance with the Secretary of State's Advisory Opinion No. 2003.04.

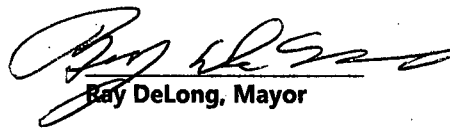
**Section 3.** It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is deemed an emergency measure necessary for the preservation of the public health, safety and welfare of the Village and for the further reason that it is necessary for the Village of Antwerp to obtain this information from the County Auditor in order to place a renewal levy on the ballot for the upcoming general election for fire protection and emergency medical services. This Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

ENACTED THIS 21 day of February, 2017.

Attest:

  
Aimee Lichty, Fiscal Officer

  
Ray DeLong, Mayor

{7100098/C0587899-3OUT}

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RESOLUTION NO. 2017-02

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF ANTWERP AND THE PAULDING COUNTY COMMISSIONERS IN REGARD TO SUBMITTING AN APPLICATION FOR FUNDING TO THE OHIO DEPARTMENT SERVICES AGENCY FOR A GRANT OF FEDERAL FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR IMPROVEMENTS TO THE VILLAGE’S WASTE WATER TEATMENT PLANT, AND DECLARING AN EMERGENCY

WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974, as amended to date, the Ohio Department of Development (ODOD) is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities;

WHEREAS, the Paulding County Commissioners passed a resolution on January 30, 2017, setting forth the desire and public interest of Paulding County to undertake and carry out Community Development activities and make funds available for sanitary sewer improvements to the Village of Antwerp, known as the Sewer Collection Pump Station and Waste Water Treatment Plant Improvements (the “Project”), and the County Commissioners approved the filing of an application for financial assistance under the Small Cities Community Development Block Grant Community Development Program, Residential Public Infrastructure Grant Program (the “Program”); and

WHEREAS, this Council now wishes to approve participation in the Program and authorize the execution of any necessary documents, including a Memorandum of Understanding (“MOU”) with the County Commissioners in regard to the application for funds for the Project, which Memorandum of Understanding will be submitted with the application to participate in the grant offered by the Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Antwerp, County of Paulding County, State of Ohio:

**Section 1.** This Council formally approves participation with Paulding County in the Program.

**Section 2.** This Council further authorizes and directs the Mayor of the Village to execute any documents necessary to effect the participation of the Village in this Program, including a Memorandum of Understanding with the Paulding County Commissioners, in substantially the same form as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 30th day of January, 2017 by and between the Paulding County Commissioners, (hereinafter called the "County"); and, the Village of Antwerp, (hereinafter called the "Village").

WHEREAS, the County, at the request of the Village, is applying to the Ohio Department Services Agency (ODSA) for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 to: (see "Project" described in Exhibit A attached hereto and incorporated herein as if fully rewritten); and,

WHEREAS, the County is requesting a grant of funds as aforesaid in the amount of One Hundred and Ninety-Nine Thousand Twenty-Six Dollars (\$199,026) ("Grant Funds") subject to the condition that the Village provide a local matching contribution in the amount of Four Hundred Sixty-One Thousand Eight-Hundred Nineteen Dollars (\$461,819).

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the Project to which they pertain;

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1. Matching Funds. The Village shall expend the sum of Four Hundred Sixty-One Thousand Eight-Hundred Nineteen Dollars (\$461,819) of its own funds including loan funds and other grant funds, constituting 100% (One Hundred per cent) of the local matching contribution ("Local Funds") which, relevant to accounting methods and application to the Project costs, shall be the first funds in and first funds out (FIFO).

Section 2. Construction Contracts and Services. The Village shall, for the purpose of constructing the aforesaid proposed Project, proceed forthwith to engage the services of an architect/engineer, adopt plans and specifications, and award construction contracts in accordance with the laws and regulations of the State of Ohio and of the United States. All construction shall be complete and this Agreement shall expire as of the expiration date of the CDBG Grant Agreement ("Agreement Expiration Date"), unless otherwise extended by the County in its sole discretion.

Section 3. Environmental Review Requirements. The Village shall not enter into contracts for construction, the purchase of materials or any other activities that are not 'Exempt' under 24CFR Part 58.34 prior to the County receiving a written 'Release of Funds' from ODSA.

Section 4. Administration. The administration of the CDBG Grant Agreement and all transactions involving the expenditure of any of the Grant Funds within the scope of CDBG Grant Agreement shall be the sole prerogative of the County carried out in such a manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974. The District shall provide the Local Government copies of all contracts, documents and notes pertaining to the Project in a manner determined by the Local Government. The Local Government shall review and make a determination that such documents comply with A-87, 24 CFR Part 85, 24 CFR Part 570, all relevant labor standards, competitive bidding requirements and any other applicable regulatory provisions.

Section 5. Project Property Ownership. Any and all Project improvements or personal property constructed, installed, or acquired pursuant to this Agreement and the real property wherein the Project is located (collectively "Project Property") shall be and remain the property of the Village. If, from the date Grant Funds are first spent for the Project until five (5) years after closeout of the County's grant the use or planned use of the Project is proposed to be changed, then the Village shall provide written notification to the County of the proposed change and the County shall obtain the prior written consent of ODSA for such proposed change. If the Village proceeds with a use determined by the ODSA to be inconsistent with the use of the Grant Funds, the Village shall reimburse the County and the County shall reimburse ODSA in the amount of the current fair market value of the Project and Project Property, less any portion of the value attributable to expenditures of Local Funds.

Section 6. Access to the Project. The Village shall grant access to the Project Property and Village's Project records for the County and its contractors to perform such required functions consistent with the CDBG Grant Agreement as the County shall deem appropriate.

Section 7. Excess Costs. It is agreed that if the amount of the lowest responsible bids received for construction of the Project, plus the estimated cost of professional services and a reasonable reserve for contingencies exceeds the balance of Grant Funds and Local Funds committed to as stated in Section 1 of this Agreement, all bids shall be rejected and the Project redesigned so as to keep the maximum cost of the Project less than the balance of Grant Funds and Local Funds. It is further agreed that if the construction of said Project results in contractual liability of the County in an amount greater than said Grant Funds and Local Funds, the Village shall reimburse the County for such excess costs.

Section 8. Indemnification. Village shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of County) caused by the negligent acts or omissions, or negligent conduct of the Village, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and

themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

Section 9. Unallowable Costs. If County determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Village has expended Grant Funds and/or Local Funds which are unallowable, the Village will be notified of the questioned costs and given an opportunity to justify questioned costs prior to County's final determination of the disallowance of costs. If it is County's final determination that costs previously paid by the County are unallowable under the terms of this Agreement, the expenditures will be disallowed and the Village shall repay to County any and all disallowed costs.

Section 10. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the County by, or on behalf of the Village in connection with this Agreement or to induce the County to enter into this Agreement with the Village shall be determined by the County to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the County's satisfaction within fifteen (15) days after written notice by the County is given to the Village.
- b. **Noncompliance.** If there is a failure by the Village to comply with any of the covenants, terms or conditions contained in this Agreement and/or the CDBG Grant Agreement.
- c. **Agreement Expiration Date.** If the Project, in the sole judgment of the County, is not completed on or before the Agreement Expiration Date.
- d. **Misspending.** If the Village expends Local and/ or Grant Funds for purposes not described in the CDBG Grant Agreement or application thereto, this Agreement, or as authorized by the Local Government.
- e. **Insurance.** If loss, theft, damage or destruction of any substantial portion of the Project and/or Project Property occurs for which there is either no insurance coverage or for which, in the opinion of the County, there is insufficient insurance coverage.

Section 11. Notice of Default. The County shall issue a written notice of default providing therein a fifteen (15) day period in which the Village shall have an opportunity to cure, provided that cure is possible and feasible.



Section 12. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it, to do one or both of the following:

- a. exercise any remedy provided by law;
- b. require immediate repayment of up to the full amount of Grant Funds disbursed to the Village under this Agreement plus interest, at the statutory maximum allowable rate, as of the date of Default.

Section 13. Miscellaneous. Neither party to this Agreement shall assign its rights and obligations hereunder without the prior written authorization of the other party and prior written approval by ODSA, either of which may be withheld for any or not reason. This Agreement shall be governed by the laws of the State of Ohio. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties. **No part of this Agreement, as amended or otherwise, shall relieve the County from its responsibility to comply with the terms and conditions the CDBG Grant Agreement.**

Section 14. Federal Laws. By virtue of the federal funding provided for under this Agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which supplement these laws and orders.
- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- c. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.
- d. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make

efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.

- f. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in OMB Circular A-102.
- g. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Ohio Department of Development, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this agreement.
- h. Any and all laws, regulations, orders, policies applicable hereto and/or set forth in the CDBG Grant Agreement, as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Attested by:

*Hola Hinters*  
*Hola Hinters*

COUNTY:

By: *Roy Klöpfenstein*  
Roy Klöpfenstein  
Title: Chairman

*Absent*  
Tony Zartman

*Mark Holtsberry*  
Mark Holtsberry

Date: 2 / 15 / 2017

**Approved As To Form:**

*[Signature]*  
2-14-2017

Approved as to Form:  
Melanie L. Farr 2/21/17  
Melanie L. Farr

VILLAGE:

By:

Ray E. DeLong

Ray E. DeLong

Title: Mayor

Date: 02/21/2017

## EXHIBIT A

THE PROJECT consists of two pump station replacements and improvements to the existing Waste Water Treatment Plant (WWTP) in the Village of Antwerp, Paulding County, Ohio. The waste water facility currently serves residents and industry of the Village of Antwerp.

The existing sewer collection system uses two dry-pit pump stations to transfer sewage to the existing treatment plant. These pump stations along with the remainder of the sanitary collection system were constructed in 1981 and 1982. Pump Station No. 1, located on E. Stone Street, is the main pump station and is responsible for transferring sewage from the Village of Antwerp to the existing wastewater treatment facility through a 10-inch force main. Pump Station No. 2, located on N. Main Street, is responsible for transferring sewage within the collection system. Replacing these pump stations will not only save the Village of Antwerp money, but will also make accessing the pump stations safer, as the current pump stations are operating at less than their design parameters.

The Village of Antwerp currently operates a Waste Water Treatment Plant that discharges treated waste water into North Creek that flows into the Maumee River, and eventually into Lake Erie. The existing WWTP was constructed between 1981 and 1982. This plant operates as a three cell continuous discharge lagoon system and has an average daily design flow of 330,000 gpd and a peak design flow of 825,000 gpd. The WWTP consists of two aerated lagoons followed by a polishing lagoon. The raw sewage is pumped into a comminutor/bar screen through a 10-inch force main from Pump Station 1. This comminutor has recently become non-operational and must be replaced. Additionally, current monthly operating reports indicate that the existing treatment plant will be unable to meet water quality standards for future National Pollutant Discharge Elimination System (NPDES) renewals, and that phosphorus is a pollutant of concern within Total Maximum Daily Load readings from the Maumee River.

The proposed work for both pump stations will include the construction of a new wet well and the installation of two new submersible pumps, including valve and metering chambers, appropriate controls, lifting equipment, and emergency standby natural gas generators (125 KW for Pump Station No. 1 and 30 KW for Pump Station No. 2). The proposed work for the Wastewater Treatment Plant will include installation of a chemical storage tank between Lagoons 2 and 3, installation of a new floating mixer in Lagoon 3, and replacement of the existing comminutor.

The total project construction costs are estimated at \$680,845, with construction planned for April - December 2017. The Village of Antwerp has received a \$199,999 grant from the Ohio Public Works Commission. The Village is requesting \$199,026 in CDBG funds through the RPIG program, and \$261,820 through a loan from the Water Pollution Control Loan Fund to complete the project.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

**Section 3.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


**Section 4.** This Resolution is hereby declared to be an emergency measure for the immediate preservation of the public health, safety and welfare of the Village of Antwerp and for the further reason that the Village needs to make improvements to the water treatment plant for the well-being of the residents and to obtain any and all available funding for such project, the Village must authorize the execution of the Memorandum of Understanding and related documents prior to the deadline set for the submission of the Program application, and this Resolution shall be in force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

Passed this 21 day of February, 2017.



Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2017-03

### **A RESOLUTION TO INITIATE A ZONING AMENDMENT TO THE VILLAGE OF ANTWERP ZONING ORDINANCE TO PROHIBIT CULTIVATORS, PROCESSORS, AND RETAIL DISPENSARIES OF MEDICAL MARIJUANA WITHIN THE VILLAGE CORPORATION LIMITS AS AUTHORIZED BY OHIO REVISED CODE §3796.29, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp, Ohio, by this Resolution, initiates an amendment to the Zoning Ordinance of the Village of Antwerp, Ohio, which amendment would prohibit cultivators, processors, and retail dispensaries of medical marijuana within the corporation limits of the Village of Antwerp as authorized by Ohio Revised Code §3796.29; and

**WHEREAS**, in compliance with Article 700 of the Zoning Ordinance of the Village of Antwerp, Ohio, by this Resolution, the Council initiates the process to make the amendment to the Zoning Ordinance and submits this Resolution to the Planning and Zoning Commission in compliance with Section 705 of the Zoning Ordinance.

**NOW, THEREFORE, BY IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, THAT:**

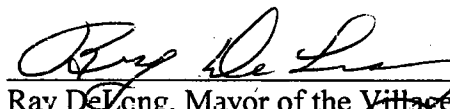
**Section 1.** The Village Council initiates an amendment be made to the Zoning Ordinance to prohibit cultivators, processors, and retail dispensaries of medical marijuana within the corporation limits of the Village of Antwerp, Ohio

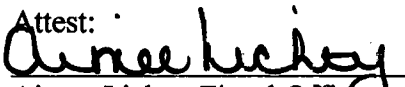
**Section 2.** A true copy of this Resolution shall be certified by the Fiscal Officer of the Village and forwarded to the Planning and Zoning Commission pursuant to Section 705 of the Zoning Ordinance.

**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions of §121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is deemed an emergency measure necessary for the preservation of the public health, safety and welfare, and for the further reason that in order to initiate a zoning amendment to prohibit medical marijuana cultivators, processors, and retail dispensaries in the Village of Antwerp, this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 2<sup>nd</sup> day of March, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:  
  
Aimee Lichty, Fiscal Officer

{7100/098/00598732-1 MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-07

### AN ORDINANCE AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF ANTWERP LOCATED AT 118 AND 120 OSWALT STREET, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village of Antwerp, Ohio, owns real estate consisting of two (2) separate parcels, Parcel I.D. No. 12-01S-010-00 and Parcel I.D. No. 12-01S-0090-00, located at 118 Oswalt Street and 120 Oswalt Street respectively in the Village of Antwerp, Ohio, comprised of Village owned property, which was donated to the Village more than five (5) years ago, said real estate more particularly described in the Exhibit A attached hereto and incorporated herein by reference (collectively, the "Real Estate"); and

**WHEREAS**, the Real Estate is not needed for any municipal purpose and the Council of the Village of Antwerp, Ohio desires to offer said Real Estate for sale in the manner authorized by law; and

**WHEREAS**, this Council, pursuant to Ohio Revised Code § 721.03, desires to sell the Real Estate to the highest bidder, after advertisement once a week for five (5) consecutive weeks in a newspaper of general circulation within the Village of Antwerp, Ohio.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** It is hereby found that the Real Estate identified above and more fully described in Exhibit A, attached hereto and incorporated herein by reference, currently owned by the Village of Antwerp, is not needed for any municipal purpose and that it is in the best interest of the Village that said property be sold.

**Section 2.** The Village Administrator is hereby authorized to advertise for bids for the sale of the Real Estate.

**Section 3.** The Fiscal Officer of the Village of Antwerp is hereby instructed and directed to cause legal notice to bidders to be published once a week for five (5) consecutive weeks in a newspaper of general circulation within the Village of Antwerp, Ohio.

**Section 4.** At its next regular meeting following the advertisement for bids as provided by law and public bid opening, this Council may authorize the Mayor to execute a contract for sale by a Quitclaim Deed(s) conveying the Real Estate to the highest bidder responding fully to the advertisement for bids. This Council may reject any and all bids and re-advertise until the Real Estate is sold.

**Section 5.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this

{7100/097/00598735-1 MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

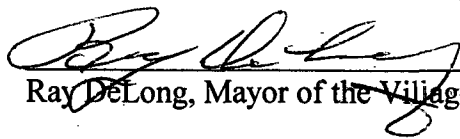
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

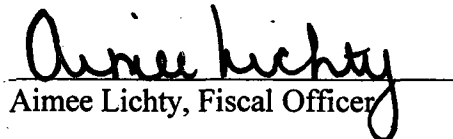
**Section 6.** This Ordinance is hereby declared to be an emergency measure, necessary to expedite the bidding process relating to the sale of the Real Estate, and shall take effect immediately upon its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 2<sup>nd</sup> day of March, 2017.



Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer



**NOTICE OF SALE OF REAL PROPERTY  
VILLAGE OF ANTWERP, OHIO**

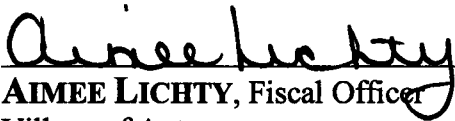
Notice is hereby given that sealed bids will be received at the office of the Village Fiscal Officer, 118 North Main Street, Antwerp, Ohio, until noon on April 25, 2015, for the purchase of real property owned by the Village of Antwerp. The Village of Antwerp is selling real estate pursuant to Ohio Revised Code § 721.03. There are two (2) parcels of real property being sold, which are located at 118 Oswalt Street and 120 Oswalt Street. The parcels are each offered for sale separately. Bids will be opened at noon on April 25, 2017, at the office of the Village Fiscal Officer. The real property is being sold "AS IS" and without any warranty or representation whatsoever as to the condition thereof.

In the event the Village of Antwerp is unable to negotiate a satisfactory contract for sale of the property with a chosen bidder, the Village of Antwerp may terminate negotiations with that bidder and enter into negotiations with the next highest and best bidder.

The Village of Antwerp accepts no responsibility for expenses incurred by responding bidders in the preparation or submittal of a bid and reserves the right not to enter into any contract with any bidder, to waive any irregularities, informalities, or inconsistencies in the bids, and to reject any and all bids received.

Ten percent (10%) of the purchase price to be deposited with the bid in cash or by certified check and the balance to be paid at closing to be held within fifteen (15) days after the acceptance of the bid by the Village.

Please contact Sara Keeran, Village Administrator, at 419-258-2371 to inspect the real property.

  
AIMEE LICHTY, Fiscal Officer  
Village of Antwerp

**Exhibit A**

Parcel I.D. No. 12-01S-010-00 located at 118 Oswalt Street, Antwerp, Ohio, more fully described as follows:

Tract II:

Situated in the County of Paulding, in the State of Ohio, and in the Village of Antwerp, to-wit:

Lot Number Eleven (11) in Banks Addition to the aforesaid Village except fifty (50) feet by parallel lines off the south side thereof.

Parcel I.D. No. 12-01S-0090-00 located at 120 Oswalt Street, Antwerp, Ohio more fully described as follows:

Lot Number Eight (8) in Bank's Addition to the Village of Antwerp, Paulding County, Ohio.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_ RESOLUTION NO. 2017-04 Passed \_\_\_\_\_

**A RESOLUTION DETERMINING TO PROCEED WITH THE SUBMISSION TO THE ELECTORS  
OF THE QUESTION OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION  
(OHIO REVISED CODE SECTIONS 5705.19, 5705.191, 5705.25, AND 5705.26)**

THE COUNCIL OF THE VILLAGE OF ANTWERP OF PAULDING COUNTY, OHIO, MET IN REGULAR SESSION OF THE COUNCIL ON THE  
15 DAY OF May, 2017.

THE COUNCIL MET AT TOWN HALL FOR THE VILLAGE OF ANTWERP LOCATED AT 118 NORTH MAIN STREET, ANTWERP, OHIO,  
WITH THE FOLLOWING MEMBERS PRESENT:

Larry Ryan  
Ken Reinhart  
Rudie Beeb  
Steve Derck  
Jan Beeb

Jan Beeb

MOVED THE ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, ON FEBRUARY 21, 2017, THE COUNCIL OF THE VILLAGE OF ANTWERP ADOPTED A RESOLUTION REQUESTING THE COUNTY AUDITOR TO CERTIFY TO THE VILLAGE OF ANTWERP THE TOTAL CURRENT TAX VALUATION AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY ONE MILL FOR A RENEWAL LEVY FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES FOR A FIVE YEAR PERIOD COMMENCING IN 2018, A COPY OF WHICH RESOLUTION WAS CERTIFIED TO THE COUNTY AUDITOR OF PAULDING COUNTY; AND

WHEREAS, ON Feb 27, 2017, THE COUNTY AUDITOR CERTIFIED TO THE VILLAGE OF ANTWERP THAT THE TOTAL CURRENT TAX VALUATION OF THE VILLAGE OF ANTWERP, OHIO, IS \$19,992,050.00, AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY ONE MILL WOULD BE \$18,894.00; AND

WHEREAS, ON May 15, 2017, THE COUNCIL OF THE VILLAGE OF ANTWERP ADOPTED THIS RESOLUTION DETERMINING TO SUBMIT TO THE ELECTORS OF THE VILLAGE OF ANTWERP, OHIO, THE QUESTION OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION BECAUSE THE AMOUNT OF TAXES THAT MAY BE RAISED WITHIN THE TEN-MILL LIMITATION WILL BE INSUFFICIENT TO PROVIDE FOR THE NECESSARY REQUIREMENTS OF THE VILLAGE AND IT IS NECESSARY TO RENEW THE LEVY OF A TAX IN EXCESS OF THAT LIMITATION FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES, A COPY OF WHICH RESOLUTION WILL BE CERTIFIED TO THE COUNTY AUDITOR OF PAULDING COUNTY.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO, THAT:

**SECTION 1.** THE COUNCIL OF THE VILLAGE OF ANTWERP DESIRES AND DETERMINES TO PROCEED WITH THE SUBMISSION TO THE ELECTORS THE QUESTION OF LEVYING OF A TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR THE BENEFIT OF THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO FOR THE PURPOSE OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AT A RATE NOT EXCEEDING ONE MILL FOR EACH ONE DOLLAR (\$1.00) OF VALUATION, WHICH AMOUNTS TO ~~EIGHT~~ **TEN** CENTS (\$0.10) FOR EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION FOR FIVE (5) YEARS, AND WHICH LEVY IS A RENEWAL LEVY.

**SECTION 2.** THE QUESTION OF APPROVING THE LEVY SHALL BE SUBMITTED TO THE ELECTORS OF THE VILLAGE OF ANTWERP AT THE ELECTION TO BE HELD ON THE 7<sup>TH</sup> DAY OF NOVEMBER, 2017. THE RENEWAL LEVY WILL BE FOR A FIVE (5) YEAR PERIOD COMMENCING IN YEAR 2018, FIRST PAYABLE TO THE VILLAGE OF ANTWERP IN CALENDAR YEAR 2019, IN COMPLIANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 5705.34, IF A MAJORITY OF THE ELECTORS VOTING THEREON VOTE IN FAVOR THEREOF.

**SECTION 3.** THE FISCAL OFFICER OF THE VILLAGE OF ANTWERP IS DIRECTED TO CERTIFY A COPY OF THIS RESOLUTION TO THE BOARD OF ELECTIONS OF PAULDING COUNTY, OHIO, NOT LESS THAN NINETY (90) DAYS BEFORE THE ELECTION, AND NOTIFY

{710C/098/0C600972-1 MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

~~SAID BOARD OF ELECTIONS TO CAUSE NOTICE OF ELECTION ON THE QUESTION OF LEVYING SAID TAX TO BE GIVEN AS REQUIRED BY LAW.~~

SECTION 4. IT IS FOUND AND DETERMINED THAT ALL FORMAL ACTIONS OF THE COUNCIL OF THE VILLAGE OF ANTWERP CONCERNING AND RELATING TO THE ADOPTION OF THIS RESOLUTION WERE ADOPTED IN AN OPEN MEETING OF THE COUNCIL, AND THAT ALL DELIBERATIONS OF THE COUNCIL AND OF ANY OF ITS COMMITTEES THAT RESULTED IN THOSE FORMAL ACTIONS WERE IN MEETINGS OPEN TO THE PUBLIC, IN COMPLIANCE WITH THE LAW.

Larry Ryan SECONDED THE RESOLUTION AND THE ROLL BEING CALLED UPON ITS ADOPTION, THE VOTE RESULTED AS FOLLOWS:

<u>Jan Reeb</u>	<u>Yea</u>
<u>Larry Ryan</u>	<u>Yea</u>
<u>Ken Reinghart</u>	<u>Yea</u>
<u>Rudie Reeb</u>	<u>Yea</u>
<u>Steve Derck</u>	<u>Yea</u>

ADOPTED THE 15<sup>th</sup> DAY OF May, 2017.

Ray DeLong  
RAY DELONG, MAYOR OF THE VILLAGE OF ANTWERP

ATTEST:

Aimee Lichty  
AIMEE LICHTY, FISCAL OFFICER

FIRST READING: 3-20-2017

SECOND READING: 4-10-2017

THIRD READING: 5-15-2017

STATE OF OHIO, PAULDING COUNTY:

I, AIMEE LICHTY, FISCAL OFFICER OF THE VILLAGE OF ANTWERP, OHIO, DO HEREBY CERTIFY THAT THE FOREGOING IS TAKEN AND COPIED FROM THE RECORD OF PROCEEDINGS OF THE COUNCIL OF THE VILLAGE OF ANTWERP, AND THE SAME HAS BEEN COMPARED BY ME WITH THE RESOLUTION OF SAID RECORD, AND THAT IT IS A TRUE AND CORRECT COPY THEREOF.

WITNESS MY SIGNATURE THIS 15 DAY OF May, 2017.

Aimee Lichty  
AIMEE LICHTY, FISCAL OFFICER

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2017-05

**A RESOLUTION STRONGLY OPPOSING THE STATE OF OHIO GOVERNOR'S PROPOSED 2017-2018 BUDGET, WHICH PROPOSES CENTRALIZED COLLECTION OF NET PROFIT TAX RETURNS AND OTHER PROVISIONS RELATED TO THE MUNICIPAL INCOME TAX, WHICH WILL CAUSE A SUBSTANTIAL LOSS OF REVENUE NEEDED TO SUPPORT THE HEALTH, SAFETY, WELFARE AND ECONOMIC DEVELOPMENT EFFORTS OF OHIO MUNICIPALITIES, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor and Council have been advised of a proposal by Ohio Governor Kasich and his administration to institute a state-operated program for the centralized collection of Ohio Municipal Income Tax; and

**WHEREAS**, the proposal for a state takeover of collection of the municipal income taxes of municipal corporations such as the Village of Antwerp is a clear attack on the home rule powers granted to municipal corporations by the Ohio Constitution; and

**WHEREAS**, this proposed language also includes a provision that would eliminate a portion of the sales factor, known as "throwback", substantially reducing reportable tax revenue to municipalities with warehouses, distribution centers, and any business providing online sales; and

**WHEREAS**, the Village of Antwerp strenuously objects to this latest attack on municipal home rule under consideration by the State of Ohio and urges all municipal corporations to make it clear to the Governor and General Assembly that this proposed usurpation of constitutionally-granted local municipal power shall not take place without a vigorous legal challenge by affected municipal corporations; and

**WHEREAS**, municipalities can and will provide the personal service and assistance to its taxpayers in the preparation and filing of their tax reports and returns; and

**WHEREAS**, only municipalities can ensure the prompt and proper auditing of local tax returns to ensure all applicable deductions and declarations are reported, thus also ensuring that all taxpayers pay their fair share without causing higher costs of compliance for all, and must be able to do so without burdensome and costly restrictions included in the Governor's budget proposal created with the only purpose of restricting municipalities from correcting / auditing business return filings or making assessments; and

**WHEREAS**, provisions in this proposal will hamper municipalities' ability to audit and correct municipal income tax business returns, to equitably enforce the municipal income tax laws and has been crafted as a vehicle to control the administrative process of municipal income tax to the benefit of specific taxpayer interests; and

**WHEREAS**, the municipal income tax is the single largest revenue source, which provides essential municipal services, promoting a positive quality of life that residents and businesses

{7100/098/00605} 55-2SLS}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

alike rely upon, and any forced reduction in this revenue will have a negative impact on residents and businesses, creating an environment detrimental to retaining and attracting business in Ohio.

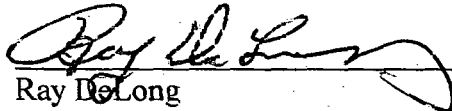
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, State of Ohio that:

**Section 1.** The Ohio General Assembly should request the immediate removal of all language pertaining to municipal income tax collection and administration, and should promote upcoming changes to the Ohio Business Gateway as a solution for businesses to file municipal income tax returns in a more simple and efficient manner, with the Ohio Business Gateway continuing to act only as a portal to remit payments and filing information directly to municipalities, and not to the Ohio Department of Taxation for processing.

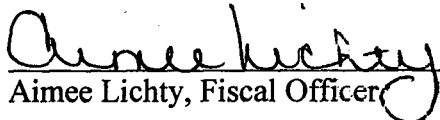
**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the Village must maintain revenue levels without threat of assault via legislation proposed by the Ohio General Assembly; therefore, this Resolution shall be in full force and effect immediately upon its adoption by Council.

Passed this 20<sup>th</sup> day of March, 2017.

  
Ray DeLong  
Mayor of the Village of Antwerp

ATTEST:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2017-06

### **A RESOLUTION AMENDING RESOLUTION NO. 2006-01 AND RESOLUTION NO. 2009-03 TO APPOINT THE VILLAGE ADMINISTRATOR AS THE PURCHASING AGENT FOR THE DEPARTMENT OF PURCHASE, CONSTRUCTION AND REPAIR; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp, Ohio, adopted a Resolution Establishing a Department of Purchase, Construction, and Repair, said Resolution designated as No. 93-02 and becoming effective on May 11, 1998; and

**WHEREAS**, the Council, by way of Resolution No. 98-02, designated the Village Administrator as the appointed official responsible for the Department of Purchase, Construction, and Repair and designated as the purchasing agent for the Village of Antwerp; and

**WHEREAS**, the Village Administrator at the beginning of the term in 2006 resigned her position, and in an effort to maintain the Department of Purchase, Construction, and Repair until a replacement Village Administrator could be appointed, Council amended Resolution No. 98-02 to appoint the Mayor as the officer responsible for this Department and as the purchasing agent for the Village, said action taken by Resolution No. 2006-01 passed as an emergency measure on March 20, 2006.

**WHEREAS**, the Village Administrator position was thereafter filled and the Council re-appointed the Village Administrator as the officer responsible for the Department of Purchase, Construction, and Repair and the Village Administrator shall be the officer designated as the purchasing agent for the Village of Antwerp. Said appointment was effective as of April 10, 2006.

**WHEREAS**, the Ohio Revised Code § 734.141 was thereafter amended increasing the dollar amount by which the Village Administrator has authority to make contracts, purchase supplies and materials, and provide labor for any work under the administrator's supervision. The Council desires to amend Resolution No. 2006-01 and Resolution No. 2009-03 to clarify that the Village Administrator has all authority as a central purchasing agent as set forth in Ohio Revised Code § 734.141, as may be amended from time to time.

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

**Section 1.** Resolution No. 2006-01 (originally Resolution No. 98-02) and Resolution No. 2009-03 of the Village of Antwerp, Ohio, are amended to read as follows:

The Council of the Village of Antwerp finds that it would be advantageous for the Village to establish a department of purchase, construction and repair and this department shall be under the direction of the Village Administrator of the Village of Antwerp who shall purchase all materials, supplies, tools, machinery, and equipment in each of the municipal departments whether they are established by law or ordinance.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_


Now therefore, BE IT RESOLVED, that the Village Administrator of the Village of Antwerp is hereby made the purchasing agent for the Village and is authorized to purchase all materials, supplies, tools, machinery, and equipment and shall supervise all construction, alterations, and repairs in each of the municipal departments whether they are established by law or ordinance and any ordinance, or portion thereof, establishing any other person or officer as purchasing agent is hereby repealed and shall be ineffective.

**Section 2.** Pursuant to Ohio Revised Code § 731.141, the Village Administrator has the authority to make contracts, purchase supplies and materials, and provide labor for any work under the administrator's supervision according to the procedure set forth in Ohio Revised Code § 731.141. The Council provides for central purchasing for all offices, departments, divisions, boards, and commissions of the Village of Antwerp, under the direction of the Village Administrator, who shall make contracts, purchase supplies or materials, and provide labor for any work of the Village of Antwerp in the manner provided in Ohio Revised Code § 731.141.

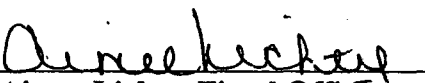
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements including all lawful Ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason it is necessary for the Village Administrator to have the authority granted herein retroactive to April 10, 2006, and/or the effective date of the amendments to Ohio Revised Code § 731.141 increasing the dollar authorization amount, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 20 day of March, 2017.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

Form 6220S

BARRETT BROTHERS - DAYTON, OHIO

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-08

### AN ORDINANCE ALLOWING INSPECTIONS OF GOLF CARTS AND OTHER UNDER-SPEED VEHICLES BY THE POLICE DEPARTMENT OF THE VILLAGE OF ANTWERP, OHIO

**WHEREAS**, the use of golf carts and other under-speed vehicles (collectively referred to herein as "golf carts") is regulated by the laws of the State of Ohio;

**WHEREAS**, the use of golf carts on public streets and highways requires the golf cart be registered by the Ohio Bureau of Motor Vehicles;

**WHEREAS**, in order to obtain registration of a golf cart, an inspection must be made of such golf cart to ensure compliance with the requirements of Ohio law; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, desires to allow the Police Department of the Village of Antwerp, Ohio, to perform such inspections.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

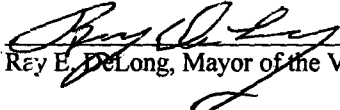
**Section 1.** The Police Department of the Village of Antwerp, Ohio, is allowed to conduct inspections to determine if a golf cart meets the requirements of the laws of the State of Ohio, to issue a Certificate of Inspection for such golf carts, and provide the same to the owner/operator of such golf cart, for the same to be presented to the Ohio Bureau of Motor Vehicles to be used in obtaining title, registration, and license plates for a golf cart. A form of the Inspection is attached hereto and incorporated herein by reference.

**Section 2.** The inspections will be conducted at the Antwerp Police Department located at 118 North Main Street, Antwerp, Ohio. Any person desiring to have a golf cart inspected by the Antwerp Police Department shall contact the Department during normal business hours to make an appointment for such inspection. The inspection will be provided for a \$25.00 charge, and the funds obtained from such inspections shall be designated for the general fund under the general miscellaneous line item.

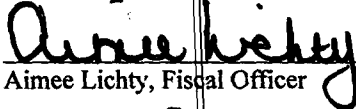
**Section 3.** It is hereby found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and of any of its committees that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

**Section 4.** This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed: May 15, 2017.

  
Ray E. DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: 3-20-17

Second reading: 4-10-17

Third reading: 5-15-17

RECORD OF ORDINANCES

Form 6220S

BARRETT BROTHERS - DAYTON, OHIO

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ANTWERP POLICE DEPARTMENT  
GEORGE CLEMENS, CHIEF OF POLICE  
118 N. Main Street  
Antwerp, OH 45813  
Phone: (419) 258-2627 / Fax: (419) 258-1337

GOLF CART UNDER-SPEED VEHICLE INSPECTION SHEET

Name:		Phone:		Date:	
Address:		P.O. Box:		State:	Zip Code:
Golf Cart Make:		Year:	Model:		VIN / Serial #:
YES or NO	Requires a valid driver's license for ANY operation of MOTOR VEHICLE on public or private property.				Ohio Revised Code 4510.12(A)(1)
YES or NO	Must show proof of insurance on said Golf Cart.				Ohio Revised Code 4509.101 (A)(1)
YES or NO	Must be equipped with rear tail lights (only one is required).				Ohio Revised Code 4513.05
YES or NO	Must have light to illuminate license plate and make license plate legible from a distance of 50 feet.				Ohio Revised Code 4513.05
YES or NO	Must have at least one working brake light.				Ohio Revised Code 4513.071
YES or NO	Must have two headlights.				Ohio Revised Code 4513.04
YES or NO	Must have a horn.				Ohio Revised Code 4513.21
YES or NO	Must have a rear view mirror.				Ohio Revised Code 4513.23
YES or NO	Must have a windshield (glass or safety glass)				Ohio Revised Code 4513.24
YES or NO	Must have directional signals on front and back.				Ohio Revised Code 4513.261
YES or NO	Must have brackets for mounting two license plates (front and back).				Ohio Revised Code 4503.21
YES or NO	Must have proper restraints for all passengers, <u>this includes children</u> .				Ohio Revised Code 4513.263 / 4511.81
Officer:			Signature of Applicant:		

You must now take this inspection sheet to local title office to get it titled. After getting your title, go to the license bureau and get the license plates. Make sure that you have both license plates on the golf cart.

Please remember that a golf cart when in use on the roadway is to follow the same traffic laws as a motor vehicle. The golf cart can be impounded by police if the driver does not have a valid driver's license or for any other law that would constitute as a reason to tow it. The owner of the golf cart is liable for the tow bill.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-09

### **AN ORDINANCE ADOPTING AMENDMENTS TO THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, SPECIFICALLY TO ADDRESS MEDICAL MARIJUANA AND THE NEW STATUTORY PROVISION FOR CONCEALED CARRY HANDGUN LICENSEES, TO CLARIFY SICK LEAVE BENEFITS, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp desires to amend the Personnel Manual for the Village of Antwerp, Ohio.

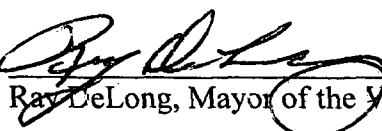
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Village of Antwerp, Ohio, amends the Personnel Manual, and adds language in Section VI and VII entitled Drug Free Workforce Policy and Substance Abuse Policy respectively to address medical marijuana, adds language in Section 24.02(C)(8) and Section XXXII entitled Workplace Violence to address concealed carry handgun licenses and an employer's right to keep a firearm or ammunition in the employee's privately owned vehicle, and clarifies language in Section X entitled Sick Leave to note this is a benefit of full-time employees. A copy of the amendments to the Personnel Manual is attached hereto and made a part hereof as **Exhibit A**.

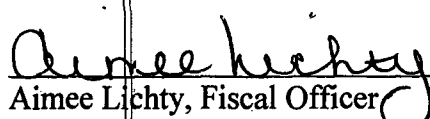
**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason to modify the Personnel Manual effective upon passage of this Ordinance, and this Ordinance shall take effect and be in force immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 20 day of March, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

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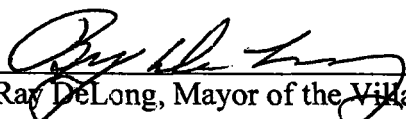
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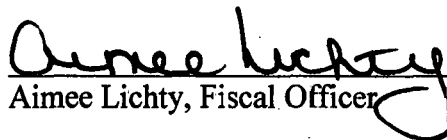
**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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Passed this 20<sup>th</sup> day of March, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

{7100/097/00598803-1 MLF}

## **EXHIBIT A**

## SECTION VI: DRUG FREE WORKPLACE POLICY

**Section 6.01 Definitions:** For purposes of the Drug Free Workplace Policy, the Substance Abuse Policy, and Section XXIV on Discipline:

- A. Employee - means any person who is paid in whole or in part by the Village, including those persons in a management, supervisory, or non-supervisory role.
- B. Controlled Substance - means any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812) or as defined in O.R.C. § 3719.01 and § 3796.01 (medical marijuana).
- C. Conviction - means any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- D. Criminal drug statute - means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance, including medical marijuana. For purposes of this policy, all definitions will be consistent with the O.R.C. § 3719.01, *et seq.*, and § 3796.01, *et seq.*

### **Section 6.02 Policy**

- A. Each municipal department will post a copy of the Village's Drug Free Workplace Policy in a conspicuous location within that department.
- B. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including medical marijuana, by any Employee which takes place in whole or in part in the Village's workplace is strictly prohibited and will result in criminal prosecution and employee discipline which may include termination from employment.
- C. Any Employee convicted of any federal or state criminal drug statute must notify the Village of that fact within five (5) calendar days of the conviction.
- D. Any Employee who reports for duty in an altered or impaired condition which is the result of the illegal use of a controlled substance will be subject to disciplinary action. Despite the new state law on medical marijuana, any Employee who reports for duty in an altered or impaired condition which is the result of the use of medical marijuana will be subject to disciplinary action. Any decision to take disciplinary action may be held in abeyance pending the completion by the Employee of a drug rehabilitation program.
- E. Excluding evidence kept in police evidence storage, use of or storage of alcoholic beverages or a controlled substance while at work or on the work site premises is prohibited and shall be grounds for disciplinary action.

- F. If an Employee reports to work under the influence of alcohol and/or a controlled substance, or appears to be under the influence of alcohol and/or a controlled substance, that Employee is subject to release from work that day pending further investigation and additional action.
- G. If the intoxicated state is due to medical reasons or the effect of a prescribed medication (other than medical marijuana), it shall be the Employee's responsibility to submit documented evidence from a physician stating this, along with any work related restrictions. Such documentation must be submitted to the immediate Supervisor and forwarded on to the Appointing Authority through appropriate channels.
- H. Any Employee convicted of a workplace related drug offense, who fails to report the conviction as required by the above will be:
  - 1. Terminated from employment.
  - 2. Forever barred from future employment.
  - 3. Held civilly liable for any loss of federal funds resulting from the failure to report the conviction.
- I. Village Responsibility. If the Employee is employed by the Village department, agency, commission, board or institution that is a recipient of federal grants, the Village must notify the federal agency (the donor of grant) regarding the Employee's conviction as provided herein.

## SECTION VII: SUBSTANCE ABUSE POLICY

- A. In an effort to maintain a safe and healthy working environment, the Village has a policy designed to ensure a drug and alcohol free workplace. This policy is in addition to those rules prohibiting on the job possession, sale, and use of a controlled substance and alcohol. Our goal is to encourage the rehabilitation of Employees who are addicted to alcohol and/or a controlled substance.
- B. Our policy requires all applicants for employment, including those applying for a position as a Temporary Appointment or Seasonal Appointment, or as a Part-Time Employee or Full-Time Employee, to submit to a drug screening test. No person shall be hired without successfully passing this test. The Village subjects all Employees to random drug testing throughout the course of the Employee's employment with the Village. Moreover, any Employee involved in a workplace accident will be required to submit to a drug test as a result of the investigation of the workplace accident.
- C. When the Village has reasonable suspicion that an Employee is under the influence of alcohol and/or a controlled substance on the job, the Employee will be required to submit

to a blood or urine test. Failure to agree to the testing will result in termination of employment. Any probationary Employee that fails the test will be terminated. Any non-probationary Employee that fails the test may be required to participate in a rehabilitation program designated by the Village. Agreement to attend a rehabilitation program does not in any way negate the right of the Village to initiate other disciplinary action to include possible discharge of employment. Behavior such as unsafe work practices, actions that jeopardize other Employees, their safety or public or private property are examples of behavior that will be considered reasonable suspicion.

- D. An Employee in the possession of and/or engaging in the manufacture or sale of a controlled substance, including medical marijuana, during work or on Village property will have their employment terminated.
- E. An Employee who suffers or causes a work reportable accident, or who is involved in a property or personal injury accident while operating a Village vehicle, as a condition of continued employment, must immediately submit to a blood and/or urine test to determine the use of a controlled substance and/or alcohol, upon the request of supervisory personnel.

Work reportable accidents are defined as any accident requiring medical treatment other than first aid given at the workplace. Property damage accidents are defined as those causing damage in excess of \$200.00 or those posing a threat to the Employee or co-worker.

1. Any probationary Employee that fails the test will be terminated.
  2. Any non-probationary Employee that fails the test will be required to participate in a rehabilitation program designated by the Village and/or is subject to disciplinary action to include immediate discharge. The Village retains the right to elect whether to require an Employee to participate in a rehabilitation program for violation of this policy but will not require an Employee under the influence of medical marijuana to participate in a rehabilitation program. Any Employee under the influence of marijuana, medical or otherwise, while on the job shall have their employment terminated.
- F. An Employee requesting retesting of drug and/or alcohol tests must do so within thirty (30) days of receiving results of the original test. It shall be the responsibility of the Employee to arrange for the retesting of the original sample by the facility that conducted the first test. If the original tests are found to be incorrect, the Village will reimburse those costs for second testing of the original sample only.
  - G. Refusal to take drug screen and/or alcohol tests will result in termination.



**H.** Any Employee that fails to attend or complete the designated rehabilitation program will be terminated.

**I.** Absence from employment for treatment of substance abuse:

1. Employee will be allowed time off from work to participate in an approved rehabilitation program. The time you are granted off from work will not be considered or counted as time worked, and is without pay.
2. After successful completion of an approved treatment program, the Employee will be required to submit to a drug screening and/or alcohol test prior to returning to work. The test must be conducted at a Village approved facility. If the test is negative, it will be paid for by the Village, and the Employee will be allowed to return to active status.
3. Any Employee in a substance abuse program must report to their Supervisor weekly regarding their progress with the treatment program.
4. This program is designed to be in compliance with all existing Federal and State laws. The program will be altered by any future laws having jurisdiction over this policy.
5. Recurrence of alcohol and/or substance abuse is the basis for termination.

**J.** Operation of Personal Passenger Cars and Company Vehicles:

1. If you operate a Village vehicle or allow an unauthorized person to operate a Village vehicle, and it is involved in or causes a property damage or bodily injury accident and the driver is convicted of being under the influence of a controlled substance and/or alcohol in excess of the legal limits set by current State laws, you will be subject to one or more of the following actions upon conviction of the violation:
  - a. You will be immediately terminated from employment,
  - or
  - b. You will be subject to discretionary discipline.
2. The Village reserves the right to change or modify the Substance Abuse Policy and require additional tests.

**C. Group III Offenses**

First Offense . . . . . up to and including termination

1. Wanton or deliberate neglect of duty or in the care, use or custody of any Village property or equipment. Wanton or deliberate destruction, in any manner, of Village property, tools, equipment, or the property of Employees.
2. Lying during accident investigations. Falsifying or assisting in falsification or destruction of any Village records. Lying or withholding information required on employment applications. Falsifying or altering any time card (own or other Employee's).
3. Making false claims or misrepresentation in an attempt to obtain any Village benefit.
4. Gambling during working hours.
5. Theft or concealment of any property of the Village or of other Employees.
6. Use or the sale of a controlled substance at anytime, and sale of alcoholic beverages on the job.
7. Fighting or attempting to injure other Employees, Supervisors, or persons.
8. Unauthorized carrying or possession of firearms on Village property with the exception that an employee who has been issued a valid concealed handgun license shall be allowed to transport and/or store a firearm or ammunition when both of the following conditions are met: (1) each firearm and all of the ammunition remains inside the employee's privately owned motor vehicle while the employee is physically present inside the motor vehicle, or each firearm and all of the ammunition is locked within the trunk, glove box, or other enclosed compartment or container within or on the employee's privately owned motor vehicle, and (2) the vehicle is in a location where it is otherwise permitted to be.
9. Concealing a communicable disease such as TB which may endanger other Employees.
10. Instigating, leading, or participating in any unauthorized walkout, strike, sit-down, stand-in, refusal to return to work at the scheduled time for the scheduled shift, or other curtailment, restriction or interference with work in or about the Village's work stations.
11. Dishonesty or any dishonest action. Examples included but are not limited to: theft, pilfering, opening desks assigned to other Employees without authorization; theft or pilfering of lunch boxes, refrigerator, tool kits, or other property of the

Village or other Employees without authorization; inserting slugs in vending machines; lying to secure an excused absence or to justify an absence or tardiness.

12. Insubordination.
13. Sexual harassment.
14. Violation of confidentiality which results in disruption of any law enforcement action.
15. Unnecessary and unwarranted violence (physical or mental) to a prisoner.
16. Discharging a firearm in a non-life threatening situation or not in accordance with departmental policy (other than approved target practice).

## **SECTION XXXII: WORKPLACE VIOLENCE**

- A.** The Village does not tolerate violence within its workplaces. No person employed with the Village shall be the instigator of, or participant in, any of the following:
1. Obscenities, ethnic slurs, or epithets directed toward individuals.
  2. Threats of bodily harm or damage to one's property.
  3. Actual bodily harm or damage to one's property.
  4. Callous or intentional disregard for the physical safety or well-being of others.
  5. Possession of any weapon or the brandishing of any object that could reasonably be perceived as a weapon (police officers and other authorized personnel are the exception as well as possession of firearm or ammunition in accordance with O.R.C. § 2923.1210 and as set forth in Section 24.02(C)(8) above).
  6. Any other conduct that a reasonable person would perceive as constituting a threat of violence.
- B.** Any such behavior, comments, and/or weapon possession shall be reported immediately to one's Supervisor or the Police Chief and/or Mayor. Supervisors shall be required to take appropriate, immediate action to curtail any such behavior or comments. Any known weapon possession or potential serious violent situations shall be reported immediately to the Police Department by the Supervisor.
- C.** Violations of this policy will lead to immediate disciplinary action up to, and including, termination and any appropriate legal action.

## SECTION X: SICK LEAVE

### Section 10.01 Request for Sick Leave

- A. Full-time employees may request sick leave for absences resulting from illness as described below, provided they follow the proper procedures outlined in this Manual:
1. Illness or injury of the Employee or a member of his/her immediate family.
  2. Exposure of Employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the Employee or the health of others.
  3. Death of a member of the Employee's immediate family.
  4. Medical, dental or optical examinations or treatment of Employee or a member of his/her immediate family.
  5. Pregnancy, childbirth and/or related medical conditions.
- B. For the purposes of this section, immediate family is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any dependent person living in the same household on a continuous basis.
- C. The Village maintains the right to investigate any Employee's absence.

### Section 10.02 Crediting of Sick Leave

- A. For each completed eighty (80) hours in active pay status (86 hours in active pay status in the case of police personnel), a full-time Employee earns four and sixth-tenths (4.6) hours of sick leave which shall accumulate up to fifteen (15) days per year, with unlimited accumulation. See chart at page 21 detailing the sick leave credit for bi-weekly pay periods.

Sick Leave Credit for Bi-Weekly Pay Periods			
HOURS WORKED	SICK LEAVE CREDIT EARNED	HOURS WORKED	SICK LEAVE CREDIT EARNED
86	4.845		
80	4.6 Hrs.	40	2.3 Hrs.
79	4.5425	39	2.2425
78	4.485	38	2.185
77	4.4275	37	2.1275
76	4.37	36	2.07
75	4.3125	35	2.0125
74	4.255	34	1.955

Sick Leave Credit for Bi-Weekly Pay Periods			
HOURS WORKED	SICK LEAVE CREDIT EARNED	HOURS WORKED	SICK LEAVE CREDIT EARNED
73	4.1975	33	1.8975
72	4.14	32	1.84
71	4.0825	31	1.7825
70	4.025	30	1.725
69	3.9675	29	1.6675
68	3.91	28	1.61
67	3.8525	27	1.5525
66	3.7950	26	1.495
65	3.7375	25	1.4375
64	3.68	24	1.38
63	3.6225	23	1.3225
62	3.565	22	1.265
61	3.5075	21	1.2075
60	3.45	20	1.15
59	3.3925	19	1.0925
58	3.335	18	1.035
57	3.2275	17	0.9775
56	3.22	16	0.92
55	3.1625	15	0.8625
54	3.105	14	0.805
53	3.0475	13	0.7475
52	2.99	12	0.69
51	2.9325	11	0.6325
50	2.875	10	0.575
49	2.8175	9	0.5175
48	2.76	8	0.46
47	2.7025	7	0.4025
46	2.645	6	0.345
45	2.5875	5	0.2875
44	2.53	4	0.23
43	2.4725	3	0.1725
42	2.415	2	0.115
41	2.3575	1	0.0575

- B. For the purpose of this policy, "active pay status" includes hours actually worked, hours on paid holidays and hours on paid sick and vacation leave. Additional sick leave is not earned through the working of overtime.
- C. Sick leave shall be charged in minimum amounts of one (1) hour.
- D. Employees absent on sick leave shall be paid at the same basic hourly, daily or biweekly rate as when they are working.
- E. Vacation leave may be used for sick leave purposes, at the Employee's request and the approval of the Department Head, after sick leave is exhausted.

- F. An Employee fraudulently using sick leave, or anyone found falsifying sick leave records, including altering a physician's certificate or falsification of a written, signed statement shall be subject to disciplinary action in accordance with policies outlined in this Manual.
- G. The previously accumulated sick leave of an Employee who has been separated from the public service shall be placed to the Employee's credit upon the Employee's re-employment as a full-time Employee with the Village, provided that such re-employment takes place within ten (10) years of the date on which the Employee was last terminated from public service. This ten-year period shall be tolled for any period during which the Employee holds elective public office, whether by election or by appointment. An Employee who transfers from one public agency to another shall be credited with the unused balance of the Employee's accumulated sick leave up to the maximum of the sick leave accumulation permitted by the Village.

#### **Section 10.03 Requesting Sick Leave and/or Returning from Sick Leave**

- A. An Employee requesting sick leave shall inform his/her Supervisor of the fact and the reason within one-half (½) hour after his/her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence. Upon return from sick leave, the Employee shall submit a satisfactory written, signed statement to justify the use of sick leave.
- B. Employees taking sick leave for more than three (3) consecutive work days shall, upon their return to work, submit to their Supervisor a written statement from and signed by, a licensed physician which satisfactorily justifies the use of sick leave. The statement must include the physician's diagnosis and remedy.

#### **Section 10.04 Expiration of Sick Leave**

If illness or disability continues beyond the time covered by earned sick leave, the Employee may be granted a leave of absence or disability separation in accordance with this Manual.

#### **Section 10.05 Payment for Unused Sick Leave Upon Retirement**

- A. As used in this section, "retirement" means disability or service retirement under any state or municipal retirement system in this state.
- B. A current full-time Employee of the Village may elect, at the time of retirement from active service with the Village, and with ten (10) or more years of service with the Village, to be paid in cash for one-half (½) the value of the Employee's accrued but unused sick leave credit. The payment shall be based on the Employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the Employee at the time payment is made. An Employee may receive one (1) or more payments under this section.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-10

### AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2016-36 TO ESTABLISH TIME AND PLACE OF REGULAR MEETINGS OF THE COUNCIL FOR THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, FOR CALENDAR YEAR 2017, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, on December 19, 2016, the Council of the Village of Antwerp, Paulding County, Ohio, passed Ordinance No. 2016-36 to establish the time and place of regular council meetings for the Village of Antwerp, Ohio, for calendar year 2017; and

**WHEREAS**, due to a conflict in the meeting date for April 2017, the Council is desirous of re-scheduling the April 2017 council meeting from the third Monday of April to the second Monday of April and for said meeting to be conducted at 7:45 a.m.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** Section 2 of Ordinance No. 2016-36 is amended to read as follows:

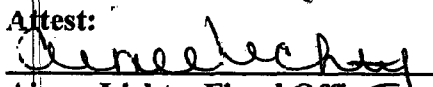
**Section 2.** Regular meetings of the Council shall be held on the third (3<sup>rd</sup>) Monday of each month at 5:30 p.m., except for those third (3<sup>rd</sup>) Mondays that are deemed a holiday under the personnel manual of the Village of Antwerp, then the regular council meeting shall be the third (3<sup>rd</sup>) Tuesday of that month at 8:00 a.m., which includes the regular meeting of the Council for January 2017 and February 2017. The regular meeting of the Council for January 2017 will be held on January 17, 2017 at 8:00 a.m., and the regular meeting of the Council for February 2017 will be held on February 21, 2017 at 8:00 a.m. The regular meeting of Council for April 2017 will be held on April 10, 2017, at 7:45 a.m.

**Section 2.** It is found and determined that all formal action of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 21.22 of the Ohio Revised Code.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that the time and place of regular Council meetings be established. This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 20 day of March, 2017.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:  
  
Aimee Lichty, Fiscal Officer



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-12

### AN ORDINANCE AMENDING ORDINANCE NO. 2016-33, AMENDING SECTION 1 OF ORDINANCE NO. 2016-14 AUTHORIZING THE CHARGE OF SEWER RATES, TAP FEES AND RE-CONNECT FEES FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp, Ohio previously enacted Ordinance No. 2016-14 authorizing the charge of sewer rates, tap fees and re-connect fees for the Village of Antwerp; and

**WHEREAS**, the Council previously enacted Ordinance No. 2016-33 amending Section 1 of Ordinance No. 2016-14 to address additional costs required to provide sewer services to users/consumers by increasing the minimum charge; and

**WHEREAS**, in accordance with the language contained in Ordinance Nos. 2016-33 and 2016-14 to review the sewer rates annually to determine whether the rates established are sufficient, the sewer rates have been reviewed for future years and due to the need to address additional costs required to provide the sewer services to users/consumers, Ordinance No. 2016-33 amending Section 1 of Ordinance No. 2016-14 is hereby amended to reflect an increase in the minimum charges effective January 1, 2018, and January 1, 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** That Section 1 of Ordinance No. 2016-14 read as follows:

The quarterly sewer rates for users/consumers within the Village corporation limits are a minimum charge of \$45.03 (including first six thousand (6,000) gallons) plus \$1.90 for each one thousand (1,000) gallons over the first six thousand (6,000) gallons. These rates will be reviewed annually to determine whether the rates established herein are sufficient.

**Section 2.** That Section 1 of Ordinance No. 2016-14 was amended by Ordinance No. 2016-33 to read as follows:

Commencing on January 1, 2017, the quarterly sewer rates for users/consumers within the Village corporation limits are a minimum charge of \$53.00 (including first six thousand (6,000) gallons) plus \$1.90 for each one thousand (1,000) gallons over the first six thousand (6,000) gallons. These rates will be reviewed annually to determine whether the rates established herein are sufficient.

**Section 3.** That Ordinance No. 2016-33 amending Section 1 of Ordinance No. 2016-14 is hereby amended to read as follows:

{7100/097/0610570-2MLF}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Effective as of January 1, 2017, the quarterly sewer rates for users/consumers within the Village corporation limits are a minimum charge of \$53.00 (including first six thousand (6,000) gallons) plus \$1.90 for each one thousand (1,000) gallons over the first six thousand (6,000) gallons. Commencing January 1, 2018, the quarterly sewer rates for users/consumers within the Village corporation limits are a minimum charge of \$65.00 (including the first six thousand (6,000) gallons) plus \$1.90 for each one thousand (1,000) gallons over the first six thousand (6,000) gallons. Commencing January 1, 2019, the quarterly sewer rates for users/consumers within the Village corporation limits are a minimum charge of \$77.25 (including the first six thousand (6,000) gallons) plus \$1.90 for each one thousand (1,000) gallons over the first six thousand (6,000) gallons. These rates will be reviewed annually to determine whether the rates established herein are sufficient.

**Section 4.** Previous ordinances and/or any portions thereof, including Section 1 of Ordinance No. 2016-14 and Ordinance No. 2016-33, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.

**Section 5.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

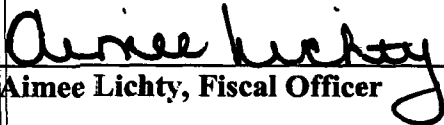
**Section 6.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, necessary for the well-being of the residents, and to increase for future years the minimum charge for sewer rates sufficient to provide this service to users/consumers, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED THIS 10 day of April, 2017.



Ray DeLong, Mayor  
Village of Antwerp, Ohio

Attest:



Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-~~12~~

### AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF ANTWERP LOCATED AT 118 AND 120 OSWALT STREET, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village of Antwerp, Ohio, owns real estate consisting of two (2) separate parcels, Parcel I.D. No. 12-01S-010-00 and Parcel I.D. No. 12-01S-0090-00, located at 118 Oswalt Street and 120 Oswalt Street respectively in the Village of Antwerp, Ohio, comprised of Village owned property, which was donated to the Village more than five (5) years ago, said real estate more particularly described in the Exhibit A attached hereto and incorporated herein by reference (collectively, the "Real Estate"); and

**WHEREAS**, the Real Estate is not needed for any municipal purpose and the Council of the Village of Antwerp, Ohio, by the passage of Ordinance No. 2017-07, authorized the advertisement for bids for the sale of the Real Estate in the manner authorized by law; and

**WHEREAS**, the bids for the sale of the Real Estate have been tabulated and the highest bidder, after advertisement once a week for five (5) consecutive weeks in a newspaper of general circulation within the Village of Antwerp, Ohio, is Nick Longardner.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** It is hereby found that the Real Estate identified above and more fully described in Exhibit A, attached hereto and incorporated herein by reference, currently owned by the Village of Antwerp, is not needed for any municipal purpose and that it is in the best interest of the Village that said property be sold to the highest bidder, Nick Longardner.

**Section 2.** The Mayor is authorized to enter into a contract for the sale of the Real Estate, a copy of the proposed contract is attached hereto and marked as Exhibit B.

**Section 3.** The Village shall receive \$4,752.00 for the sale of the Real Estate.

**Section 4.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure, necessary to award the bid to the highest bidder for the sale of the Real Estate, and shall take effect immediately upon its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

7100/097/C0624728-1 MLF

# RECORD OF ORDINANCES

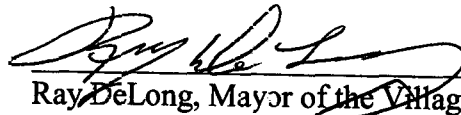
BARRETT BROTHERS - DAYTON, OHIO

Form E22JS

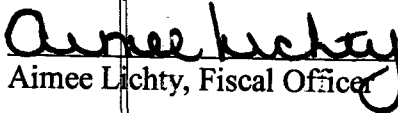
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Passed this 15 day of May, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES .

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

Exhibit A

Lot Number Eleven (11) in Bank's Addition to the Village of Antwerp, Paulding County, Ohio, except fifty (50) feet by parallel lines off the south side thereof. Parcel I.D. No. 12-01S-010-00.

Lot Number Eight (8) in Bank's Addition to the Village of Antwerp, Paulding County, Ohio. Parcel I.D. No. 12-01S-0090-00

**REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made between the Village of Antwerp, Ohio ("Seller"), located at 118 N. Main Street, Antwerp, Ohio, 45813, and Nick Longardner ("Buyer"), whose address is 7559 St. Rt. 613, Payne, Ohio 45880. Seller and Buyer collectively referred to herein as the "Parties".

WHEREAS, Seller is the titleholder in fee simple of real property located at 118 Oswalt Street, Antwerp, Ohio, and 120 Oswalt Street, Antwerp, Ohio (more legally described in Exhibit A attached hereto and incorporated herein by reference), collectively referred to herein as the "Real Estate"; and

WHEREAS, Seller is a municipality and the Real Estate is not needed for any municipal purpose; and

WHEREAS, the Antwerp Village Council authorized the sale of the Real Estate by passage of Ordinance No. 2017-07; and

WHEREAS, Seller has complied with the provisions of Ohio Revised Code Chapter 721 to advertise the time, place and manner of sale of the Real Estate; and

WHEREAS, Buyer was the highest bidder and agrees to buy the Real Estate.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Intentions. Seller agrees to sell and Buyer agrees to buy the Real Estate.
2. Purchase Price. The terms upon which this offer is made are as follows:

Purchase price:	\$4,752.00
Earnest money paid:	\$ 500.00
Balance to be paid at closing:	\$4,252.00

3. Financing. If the Buyer plans to pay the balance due at closing by obtaining a mortgage or other type of loan, the Buyer shall make a written application for same within three (3) days after acceptance of the bid and shall obtain a commitment for the loan on or before June 14, 2017. If, despite Buyer's good faith efforts, that commitment has not been timely obtained, then this Agreement shall be terminated and any earnest monies or additional deposits shall be forfeited to the Seller as liquidated damages, given that the Seller will incur additional expense to re-advertise and re-bid the Real Estate for sale.

4. Closing and Possession. All funds and documents necessary for the completion of this transaction shall be finalized within 30 days of Seller's acceptance of Buyer's bid, and Seller shall deliver possession of the Real Estate on the day title is transferred ("Closing"). Closing shall occur on or before June 14, 2017.

5. Recording / Conveyance Fees. Buyer agrees to record title within 10 days of the Closing with the Paulding County Recorder at his expense, and to pay any associated conveyance fees to the Paulding County Auditor.



6. Buyer Accepts Real Estate "AS IS." BUYER HAS EXAMINED THE REAL ESTATE AND AGREES IT IS BEING PURCHASED IN "AS IS" CONDITION INCLUDING ANY DEFECTS DISCLOSED BY SELLER. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES OR STATEMENTS ABOUT THE REAL ESTATE, INCLUDING WITHOUT LIMITATION CONCERNING THE CONDITION OR VALUE OF THE REAL ESTATE, THE USE THAT CAN BE MADE OF THE REAL ESTATE OR THE ZONING ORDINANCES APPLICABLE TO IT. Buyer acknowledges that the Real Estate was open for inspection and that the Buyer had an unimpeded opportunity to inspect the Real Estate. Buyer did in fact inspect the Real Estate.

7. Title and Ownership. At Closing, Seller shall deliver to Buyer a quitclaim deed conveying title to the Real Estate (a copy of the Quitclaim Deed is attached hereto and marked as **Exhibit B** and is accepted by Buyer as to form). There will be no title insurance or survey obtained for the Real Estate.

8. Taxes and Assessments. All assessments, real estate taxes, if the Real Estate is subject to taxation, and any utility service charges against the Real Estate shall be prorated to the date of Closing with the Seller paying those assessments, real estate taxes, and utility charges due and payable up to and including the date of Closing and Buyer assuming and being responsible to pay those assessments, real estate taxes, and utility charges due and payable thereafter.

9. Notices. All notices under this Agreement must be in writing. The notices must be delivered personally or by certified mail, return receipt requested, to the other party at the address stated in this Agreement. Any notice to Seller must be given to the attention of the Village Administrator.

10. Offer and Acceptance. The Buyer's offer to purchase the Real Estate was made by sealed bid. Acceptance of Buyer's bid is subject to Seller's review. At the time both Parties executed this Agreement it shall be a legally binding contract and shall be considered the entire agreement between the Parties. Any changes or modifications must be in writing signed by both Parties.

11. Remedies. If a party breaches any or all of its obligations under this Agreement, the non-defaulting party may terminate this Agreement, and/or seek any and all legal and equitable remedies available (including but not limited to specific performance), and for all reasonable attorney fees, cost and expenses incurred in connection with remedying the default by the defaulting party.

12. Assignability. This Agreement shall not be assignable by Buyer without Seller's written consent.

13. Legal Representation. Buyer acknowledges that Buyer has the right to hire an attorney to represent Buyer's interest in this transaction, and that Seller is represented by the Village of Antwerp Solicitor, who prepared this Agreement.


14. Headings. The headings of the paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

15. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the parties, their respective heirs, administrators, executors, successors, and assigns.

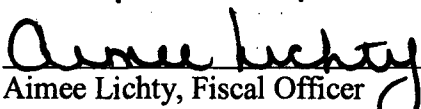
16. Governing Law. This Agreement shall be governed by and interpreted under and construed in accordance with the laws of the State of Ohio.

17. Multiple Copies. This Agreement shall be executed in duplicate, each of which shall be an original of this Agreement, but all of which taken together shall constitute one and the same.

**SELLER**

By:   
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PAULDING        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Ray DeLong, Mayor of the Village of Antwerp, and acknowledged execution of the above and foregoing this \_\_\_\_\_ day of May, 2017.

My Commission Expires: \_\_\_\_\_

Resident of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**BUYER**

By: \_\_\_\_\_  
Nick Longardner

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PAULDING        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Nick Longardner and acknowledged execution of the above and foregoing this \_\_\_\_\_ day of May, 2017.

My Commission Expires: \_\_\_\_\_

Resident of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A**

Lot Number Eleven (11) in Bank's Addition to the Village of Antwerp, Paulding County, Ohio, except fifty (50) feet by parallel lines off the south side thereof. Parcel I.D. No. 12-01S-010-00.

Lot Number Eight (8) in Bank's Addition to the Village of Antwerp, Paulding County, Ohio. Parcel I.D. No. 12-01S-0090-00

## QUIT-CLAIM DEED

**VILLAGE OF ANTWEPR, OHIO**, an Ohio municipal corporation, for valuable consideration paid, grants to **J. NICHOLAS LONGARDNER**, a married man, whose tax-mailing address is 7559 St. Rt. 613, Payne, Ohio 45880, the following **REAL PROPERTY**: Situated in the County of Paulding in the State of Ohio as follows:

Lot Number Eleven (11) in Bank's Addition to the Village of Antwerp, except fifty (50) feet by parallel lines off the south side thereof.

Parcel I.D. No. 12-01S-010-00, commonly known as 118 Oswalt Street, Antwerp, Ohio.

Lot Number Eight (8) in Bank's Addition to the Village of Antwerp.

Parcel I.D. No. 12-01S-0090-00, commonly known as 120 Oswalt Street, Antwerp, Ohio.

**SUBJECT** to all conditions, easements, restrictions, and limitations of record, as well as all applicable zoning ordinances.

Prior Instruments Reference: Vol. 539, Pages 0060-0068, of the Deed Records of Paulding County, Ohio.

Witness our hand(s) this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Ray DeLong, Mayor of the Village of Antwerp, Ohio

Exhibit B

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PAULDING        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Ray DeLong, Mayor of the Village of Antwerp, Ohio, and acknowledged execution of the above and foregoing this \_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Resident of: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

This instrument was prepared by **MELANIE L. FARR** (ID #0070653), Attorney at Law, 444 East Main Street, Fort Wayne, Indiana 46802; Telephone: (260) 426-0444; Fax: (260) 422-0274.

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Auditor's and Record's Stamps

# RECORD OF ORDINANCES

Form 6220S

BARRETT BROTHERS - DAYTON, OHIO

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-14

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$27,500.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which transfer does not require a vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund even though said approval is not required pursuant to Ohio Revised Code Section 5705.14, with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Section 5705.14.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

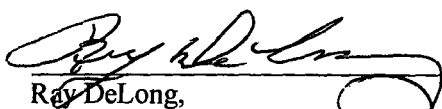
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

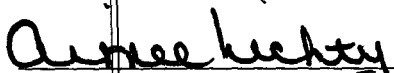
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 6-19-17

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:



# RECORD OF ORDINANCES

ORDINANCE NO. 2017-15

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

*Ordinance No.* **AN ORDINANCE TO RETAIN THE SERVICES OF MELANIE L. FARR  
AS SOLICITOR FOR THE VILLAGE OF ANTWERP,  
PAULDING COUNTY, OHIO, AND DECLARING THE SAME AN EMERGENCY** *Passed*

**WHEREAS**, the Village of Antwerp, Paulding County, Ohio (the "Village") is authorized by law to retain the services of legal counsel to be known as the Village Solicitor; and

**WHEREAS**, the Council of the Village deems it necessary to retain the services of legal counsel to act as Solicitor for the Village in civil, contract, and criminal matters.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio as follows:

**Section 1.** Legal counsel shall be provided to act in civil, contract, and criminal matters for the Village, and the person retained as such counsel shall be known as the Solicitor of the Village of Antwerp.

**Section 2.** The Village will compensate the Solicitor for legal services rendered on behalf of the Village at the rate of ~~one hundred thirty~~ Dollars (\$~~130.00~~) per hour, plus legal support staff used by the Solicitor, out-of-pocket expenses for long distance telephone charges, fax charges, postage, and photocopying at the rate of No Dollars and Fifteen Cents (\$0.15) per page. This Ordinance to retain the legal services of a Solicitor shall be in force and effect for a period not exceeding two (2) years.

**Section 3.** Melanie L. Farr, an attorney at law, is licensed to practice law in the State of Ohio, and is hereby appointed as Solicitor for the Village of Antwerp, Paulding County, Ohio.

**Section 4.** This Ordinance shall take effect as of the expiration of the prior Ordinance retaining the services of such counsel as the Solicitor of the Village of Antwerp, also known as Ordinance No. 2015-11.

**Section 5.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions of § 121.22 of the Ohio Revised Code.




# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO


Form 6220S

~~Section 6. This Ordinance is hereby declared to be an Emergency measure necessary for~~  
~~the immediate preservation of the public health, safety and welfare, and for the further reason~~  
~~that the Village needs to be represented by legal counsel. This Ordinance shall be in full force~~  
~~and effect immediately after its passage; otherwise, it shall take effect and be in force after the~~  
~~earliest period allowed by law.~~

Passed this 19 day of June, 2017.

  
Ray DeLong, Mayor  
Village of Antwerp, Ohio

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

## ORDINANCE NO. 2017-16

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

### **AN ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP TO ENTER INTO AN AGREEMENT WITH POGGEMEYER DESIGN GROUP FOR PROFESSIONAL DESIGN SERVICES ON THE WATER TREATMENT PLANT IMPROVEMENTS; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp, Ohio ("Village") passed Resolution No. 2015-04 on July 20, 2015, authorizing the Mayor to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to execute contracts as required to obtain financial assistance for the waste water treatment plant improvement project; and

**WHEREAS**, the Council of the Village passed Resolution No. 2016-01 on January 14, 2016, authorizing the Mayor to apply for, accept, and enter into a water pollution control loan fund agreement on behalf of the Village for planning, design and /or construction of wastewater facilities; and

**WHEREAS**, the Village has obtained and/or is in the process of obtaining the necessary financial assistance for the waste water treatment plant improvement project and will need to retain the services of an engineer to provide professional services in regard to said project; and

**WHEREAS**, the Village desires to retain the services of Poggemeyer Design Group, Inc. ("Poggemeyer") for professional design services, specifically, to design improvements to the water treatment plant including filter media replacement, filter vessel repainting, piping and valve improvements, and baffle replacement in the detention basin utilizing OPWC and Ohio EPA WSRLA funds; and

**WHEREAS**, Poggemeyer has provided a proposed Agreement for the Village to enter into with Poggemeyer for the professional design services referenced above on the water treatment plant.

**NOW, THEREFORE**, be it ordained by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Mayor of the Village of Antwerp, Ohio, is hereby authorized to enter into the Agreement by and between the Village and Poggemeyer Design Group, Inc. for Poggemeyer to provide professional design services, specifically, to design improvements to the water treatment plant including filter media replacement, filter vessel repainting, piping and valve improvements, and baffle replacement in the detention basin utilizing OPWC and Ohio EPA WSRLA funds. A true and accurate copy of said Agreement is attached hereto and incorporated herein by reference.

**Section 2.** It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

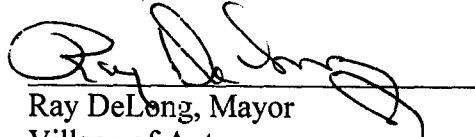
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

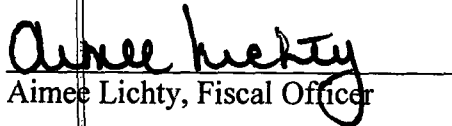
all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the Village and to expedite the project referenced herein. This Ordinance shall take effect and be in force immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: June 19, 2017.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

Form 6220S

BARRETT BROTHERS - DAYTON, OHIO

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-17

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$45000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, specifically for the purchase of a police cruiser and additional equipment, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which transfer does not require a vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund even though said approval is not required pursuant to Ohio Revised Code Section 5705.14, with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Section 5705.14.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Forty-Five Thousand Dollars and Zero Cents (\$45000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp, specifically for the purchase of a police cruiser and additional equipment (including but not limited to lights, radio and radar for the police cruiser).

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 7-17-17

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-18

### **AN ORDINANCE ACCEPTING THE FINAL PLAT OF THE MAUMEE LANDING SUBDIVISION - PHASE 5 (LOT 6) TO THE ADDITION TO THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, PURSUANT TO ORDINANCE NO. 94-17, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village of Antwerp approved the preliminary plat of the Maumee Landing Subdivision submitted by Olen McMichael, the developer for the Maumee Landing Subdivision. Said preliminary plat was discussed, approved and accepted by the council at its regular meeting on May 8, 2006; however, the minutes from that meeting failed to reflect council's action on the preliminary plat. At the special meeting of the council on July 30, 2008, the council renewed its motion to accept the preliminary plat for the Maumee Landing Subdivision, which motion was passed by a unanimous vote of the council members present.

**WHEREAS**, Olen McMichael has submitted the final plat of the Maumee Landing Subdivision - Phase 5 (Lot 6) to the Village of Antwerp Planning Commission, as well as to the Village of Antwerp Council, as required by Ordinance No. 94-17, the Village Subdivision Ordinance.

**WHEREAS**, the Planning Commission recommended that the final plat for Phase 5 (Lot 6) of the Maumee Landing Subdivision and the infrastructure improvements provided thereon be accepted.

**WHEREAS**, the final plat has been prepared by a licensed land surveyor, and in accordance with the Subdivision Ordinance, Ordinance No. 94-17, action will be taken by the Village Council within thirty (30) days after the submission of the final plat.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**SECTION 1.** That the recommendation of the Planning Commission as to the final plat of the Maumee Landing Subdivision - Phase 5 (Lot 6) to the addition to the Village of Antwerp, Paulding County, Ohio, described in Exhibit A, which is attached hereto and made a part hereof, is hereby approved, and that the final plat of the Maumee Landing Subdivision - Phase 5 (Lot 6) is hereby accepted.

**SECTION 2.** That the Village's engineer shall, upon the written request by the developer herein, inspect the construction of the streets, sewers, water mains, fire hydrants, and other infrastructure improvements identified in the plat and make a determination whether those improvements have been constructed in accordance with the specifications set forth in the approved plat and that such improvements are in good repair, which such findings shall be endorsed on the approved plat, and such endorsement shall constitute an acceptance of the improvements for public use by the Village.

**SECTION 3.** That all or parts of drives, roads and avenues as shown on the plat and not heretofore dedicated are hereby dedicated to public use as such, and easements shown on the plat are for the construction, operation and maintenance of all public and private utility purposes above and beneath the surface of the ground and, where necessary, are for the construction,

# RECORD OF ORDINANCES

BARRETT BROTHERS - LAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, said streets identified by the developer on Exhibit A.

**SECTION 4.** That none of the lots as proposed on the plat be sold to any third party until all infrastructure improvements, as shown on the attached plat, have been completed and accepted by the Village of Antwerp, Paulding County, Ohio.

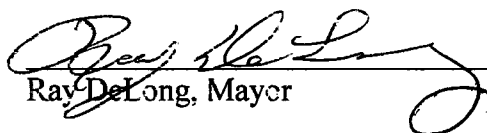
**SECTION 5.** That all requirements for the final plat have been provided as set forth in Ordinance No. 94-17, including, but not limited to, a notarized certification of the owners of the adoption of the plat, the dedication of the streets and other public areas, the approval and the signature of Village officials concerned with the specifications and inspection of utility installations and improvements, and certification by the County Auditor that there are no unpaid taxes on the property involved.

**SECTION 6.** That the Fiscal Officer for the Village of Antwerp, Ohio, is hereby authorized to record the final plat with the Paulding County Recorder and to obtain the certification of the Paulding County Recorder that the plat has been recorded. The payment of the recording fees are the responsibility of the developer.

**SECTION 7.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**SECTION 8.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the final plat for Phase 5 (Lot 6) of the Maumee Landing Subdivision must be approved in order to comply with the Village's Subdivision Ordinance and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 7.17.17

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2017-07

### **A RESOLUTION AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$10,000.00 FROM THE GENERAL FUND TO THE FIRE FUND, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Fire Fund to provide necessary funding for the operations of the fire department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Fire Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Ten-Thousand Dollars and No Cents (\$10,000.00) from the General Fund to the Fire Fund.

**Section 2.** The transfer of these funds from the General Fund to the Fire Fund is necessary for the operation of the fire department of the Village of Antwerp.

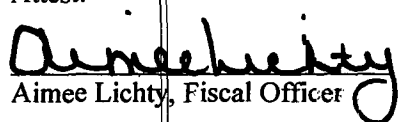
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the fire department necessary for the well being of the residents and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 8-21-17

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer



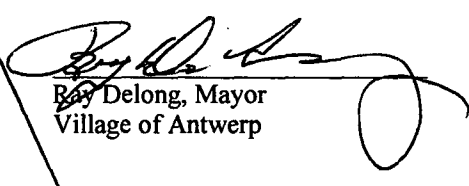
...the purpose of renaming the Riverside  
...the Council of the Village of Antwerp, Paulding County,  
...shall hereafter be named Riverside Veterans Memorial Park.

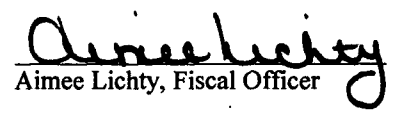
Section 2. That the Village may erect signage, in appropriate locations, reflecting the name and existence of the Riverside Veterans Memorial Park, and may otherwise refer to the Park as such. Any and all references to the Riverside Park (or as a defined term as "Park") in the ordinances, resolutions, and other laws of the Village are hereby amended to reflect said renaming and references to Park are to the Riverside Veterans Memorial Park.

Section 3. It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions of § 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall take effect and be in force after the earliest period allowed by law.

Passed: Sept. 18, 2017

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:  
  
Aimee Lichty, Fiscal Officer

First Reading: July 17, 2017  
Second Reading: August 21, 2017  
Third Reading: Sept. 18, 2017

See next  
pg

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-19

### AN ORDINANCE RENAMING RIVERSIDE PARK AS RIVERSIDE VETERANS MEMORIAL PARK

**WHEREAS**, the Riverside Park property was acquired by the Village of Antwerp in 1888 with additional property acquired in 1936 and said park property has been used continuously as a public park; and

**WHEREAS**, the Village Park Board and local VFW post worked in conjunction to have a monument installed at the park dedicated to the local veterans of the community; and

**WHEREAS**, the Council, in recognition and honor of the veterans, is desirous of renaming the Riverside Park to Riverside Veterans Memorial Park.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio as follows:

Section 1. The Riverside Park is and shall hereafter be named Riverside Veterans Memorial Park.

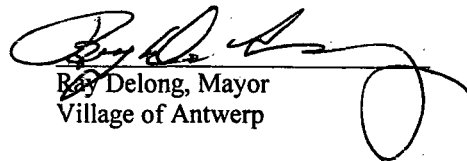
Section 2. That the Village may erect signage, in appropriate locations, reflecting the name and existence of the Riverside Veterans Memorial Park, and may otherwise refer to the Park as such. Any and all references to the Riverside Park (or as a defined term as "Park") in the ordinances, resolutions, and other laws of the Village are hereby amended to reflect said renaming and references to Park are to the Riverside Veterans Memorial Park.

Section 3. It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions of § 121.22 of the Ohio Revised Code.

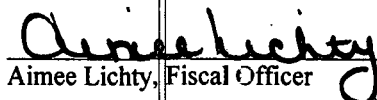
Section 4. This Ordinance shall take effect and be in force after the earliest period allowed by law.

Passed:

Sept. 18, 2017

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

First Reading:

July 17, 2017

Second Reading:

August 21, 2017

Third Reading:

Sept. 18, 2017

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-20

### AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF A NOTE FOR THE PURPOSE OF SANITARY SEWERAGE SYSTEM IN THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. A Note in the principal amount of \$172,665.16 shall be issued by the Antwerp Exchange Bank to the Village of Antwerp for the Village's sanitary sewerage system capital improvement with a financing cost thereof incurred in connection with the issuance of said Note.

Section 2. Said Note shall bear an interest rate not exceeding 2% for one year, payable at maturity, to wit: one year after date of said Note. In the event of default, the Note shall become immediately due and payable. Said maturity date shall occur one year from the date of said Note provided the maturity date is not a business day, the Note shall mature on the first business day immediately preceding such date.

Section 3. The Village covenants that it will take or cause to be taken such actions which may be required of it for the interest on the Note to remain excluded from gross income for federal income tax purposes, and will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, apply proceeds, all in a manner and to the extent necessary to assure such exclusion of that interest under the Internal Revenue Code. The Village Fiscal Officer and any other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications as may be appropriate to assure such exclusion of that interest.

Section 4. The Note shall be the full general obligation of the Village and the full faith, credit and revenue of said Village are hereby pledged for the prompt payment of the same.

Section 5. It is hereby determined and recited that all acts, conditions and things required to be done precedent to and in the issuance of the Note, in order to make them legal, valid and binding obligations of the Village of Antwerp, have happened, been done, and performed in regular and due form as required by law; that the full faith, credit and revenue of said Village shall be and is hereby irrevocably pledged for the prompt payment of the principal and interest thereon at maturity; that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

Section 6. The Village Fiscal Officer, or other officer, is authorized to prepare, execute and deliver to the purchaser of said Note a preliminary and final official statement or any other appropriate disclosure document in connection with the sale and delivery of the Note.

Section 7. The Mayor and Fiscal Officer of said Village are hereby authorized to sign and

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-20

### AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF A NOTE FOR THE PURPOSE OF SANITARY SEWERAGE SYSTEM IN THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. A Note in the principal amount of \$172,665.16 shall be issued by the Antwerp Exchange Bank to the Village of Antwerp for the Village's sanitary sewerage system capital improvement with a financing cost thereof incurred in connection with the issuance of said Note.

Section 2. Said Note shall bear an interest rate not exceeding 2% for one year, payable at maturity, to wit: one year after date of said Note. In the event of default, the Note shall become immediately due and payable. Said maturity date shall occur one year from the date of said Note provided the maturity date is not a business day, the Note shall mature on the first business day immediately preceding such date.

Section 3. The Village covenants that it will take or cause to be taken such actions which may be required of it for the interest on the Note to remain excluded from gross income for federal income tax purposes, and will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, apply proceeds, all in a manner and to the extent necessary to assure such exclusion of that interest under the Internal Revenue Code. The Village Fiscal Officer and any other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications as may be appropriate to assure such exclusion of that interest.

Section 4. The Note shall be the full general obligation of the Village and the full faith, credit and revenue of said Village are hereby pledged for the prompt payment of the same.

Section 5. It is hereby determined and recited that all acts, conditions and things required to be done precedent to and in the issuance of the Note, in order to make them legal, valid and binding obligations of the Village of Antwerp, have happened, been done, and performed in regular and due form as required by law; that the full faith, credit and revenue of said Village shall be and is hereby irrevocably pledged for the prompt payment of the principal and interest thereon at maturity; that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

Section 6. The Village Fiscal Officer, or other officer, is authorized to prepare, execute and deliver to the purchaser of said Note a preliminary and final official statement or any other appropriate disclosure document in connection with the sale and delivery of the Note.

Section 7. The Mayor and Fiscal Officer of said Village are hereby authorized to sign and execute the Note on behalf of said Village.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S


Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

Section 8. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 9. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of a sanitary sewerage system for the well-being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 10-16-17

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-21

### **AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF A NOTE FOR THE PURPOSE OF A WATERWORKS SYSTEM IN THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. A Note in the principal amount of \$29,799.30 shall be issued by the Antwerp Exchange Bank to the Village of Antwerp for the Village's waterworks system capital improvement with a financing cost thereof incurred in connection with the issuance of said Note.

Section 2. Said Note shall bear an interest rate not exceeding 2% for one year, payable at maturity, to wit: one year after date of said Note. In the event of default, the Note shall become immediately due and payable. Said maturity date shall occur one year from the date of said Note provided the maturity date is not a business day, the Note shall mature on the first business day immediately preceding such date.

Section 3. The Village covenants that it will take or cause to be taken such actions which may be required of it for the interest on the Note to remain excluded from gross income for federal income tax purposes, and will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, apply proceeds, all in a manner and to the extent necessary to assure such exclusion of that interest under the Internal Revenue Code. The Village Fiscal Officer and any other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications as may be appropriate to assure such exclusion of that interest.

Section 4. The Note shall be the full general obligation of the Village and the full faith, credit and revenue of said Village are hereby pledged for the prompt payment of the same.

Section 5. It is hereby determined and recited that all acts, conditions and things required to be done precedent to and in the issuance of the Note, in order to make them legal, valid and binding obligations of the Village of Antwerp, have happened, been done, and performed in regular and due form as required by law; that the full faith, credit and revenue of said Village shall be and is hereby irrevocably pledged for the prompt payment of the principal and interest thereon at maturity, that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

Section 6. The Village Fiscal Officer, or other officer, is authorized to prepare, execute and deliver to the purchaser of said Note a preliminary and final official statement or any other appropriate disclosure document in connection with the sale and delivery of the Note.

Section 7. The Mayor and Fiscal Officer of said Village are hereby authorized to sign and execute the Note on behalf of said Village.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

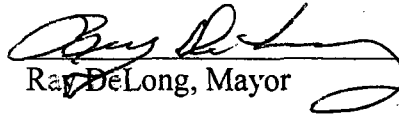
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Section 8. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 9. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of a waterworks system for the wellbeing of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 10-16-17

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-22

### AN ORDINANCE AUTHORIZING POLICE JURISDICTION FOR PROTECTION OF LANDS OWNED AND USED BY THE VILLAGE OF ANTWERP AND LOCATED BEYOND THE VILLAGE CORPORATION LIMITS, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, under Section 715.50 of the Ohio Revised Code, the Council of the Village of Antwerp, Ohio may, by ordinance, provide all needful police or sanitary regulations for the protection of lands that are located beyond the corporation limits of the Village of Antwerp that are owned and used by the Village of Antwerp for a municipal purpose; and

**WHEREAS**, the Village of Antwerp owns and uses lands beyond the corporation limits of the Village of Antwerp for a municipal purpose; and

**WHEREAS**, the Council for the Village of Antwerp, Ohio wants to provide for the protection of such lands from traffic and criminal offenses and provide that such lands are within the criminal law jurisdiction of the Village of Antwerp.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

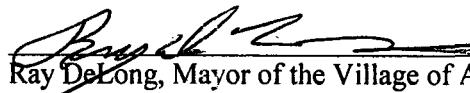
**Section 1.** The Village of Antwerp includes the land beyond its corporation limits that is owned and used by the Village for a municipal purpose. In order to protect those lands, the Antwerp Village Police Department may investigate and file charges based on any criminal or traffic offense that occurs on any lands owned and used by the Village of Antwerp for a municipal purpose and located beyond the corporation limits of the Village of Antwerp.

**Section 2.** Previous ordinances, resolutions, and/or any portions thereof, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.

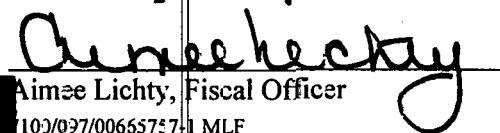
**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of § 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure for the preservation of the public health, safety and welfare of the citizens of the Village of Antwerp and for the protection of the lands owned and used by the Village of Antwerp for a municipal purpose and located beyond the corporation limits of the Village. This Ordinance shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 16 day of Oct, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimée Lichty, Fiscal Officer

103/0377/00655757-1 MLF



# RECORD OF ORDINANCES

Form 6220S

BARRETT BROTHERS - DAYTON, OHIO

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-23

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$27,500.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which transfer does not require a vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund even though said approval is not required pursuant to Ohio Revised Code Section 5705.14, with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Section 5705.14.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

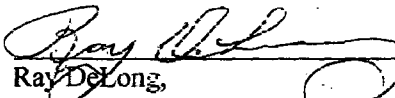
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 10-30-17

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

{7100/075/30259584-2AB}

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017 -24

### **AN ORDINANCE AMENDING SECTION 5 OF ORDINANCE NO. 2007-30 AND AMENDING ORDINANCE NO. 2010-13 ESTABLISHING A PROGRAM TO CHARGE A USER FEE FOR THE DELIVERY OF EMERGENCY MEDICAL RESCUE SERVICES PROVIDED BY THE VILLAGE OF ANTWERP EMS, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp, Ohio, adopted an ordinance establishing a program to charge a user fee for the delivery of emergency medical rescue services provided by the Village of Antwerp EMS, said ordinance designated as Ordinance No. 2007-30 and passing by a majority vote of the Council of the Village of Antwerp, Ohio, after three (3) readings, on December 26, 2007; and

**WHEREAS**, the Council, by way of Ordinance No. 2007-30, established a section, specifically Section 5, providing amounts to be placed into the EMS Vehicle Replacement Fund from each user fee collected; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, adopted an ordinance amending Section 5 of Ordinance No. 2007-30 to increase the amount placed into the EMS Vehicle Replacement Fund, said ordinance designated as Ordinance No. 2010-13 and passing as an emergency measure and by a majority vote of the Council of the Village of Antwerp, Ohio, on June 14, 2010; and

**WHEREAS**, the Council has discovered a scrivener's error as to the amount to be placed in the EMS Vehicle Replacement Fund of the user fee collected as set forth in Section 5 of Ordinance No. 2007-30 and Ordinance No. 2010-13, specifically that the amount to be placed in the EMS Vehicle Replacement Fund of the user fee collected should not have included an exception for those user fees collected from partial payments, Medicare or Medicaid, and in order to correct this scrivener's error, the Council of the Village of Antwerp amends Section 5 of Ordinance No. 2007-30 and Ordinance No. 2010-13 as provided herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** That Ordinance No. 2010-13 amending Section 5 of Ordinance No. 2007-30 establishing a program to charge a user fee for the delivery of emergency medical rescue services provided by the Village of Antwerp EMS and Section 5 of Ordinance No. 2007-30 is amended to read as follows:

“Section 5. That all amounts collected as a result of Ordinance No. 2007-30 shall be placed into the fund(s) established by the Fiscal Officer as follows: \$75.00 of each user fee collected shall be placed into a Vehicle Replacement Fund and the remainder shall be placed into the EMS Revenue Fund. A transfer shall be done once or twice yearly from the EMS Revenue Fund to the Vehicle Replacement Fund.”

**Section 2.** Previous ordinances and/or any portions thereof, including Section 5 of Ordinance No. 2007-30 and Ordinance No. 2010-30, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.”

710C/097/00682363-1 MLF

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village in that it is necessary to amend Section 5 of Ordinance No. 2007-30 and Ordinance No. 2010-13 in order to correct the scrivener's error identified herein, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

**Section 5.** This Ordinance shall be retroactive and take effect as of the date of passage of Ordinance No. 2007-30 to allow those funds deposited into the EMS Vehicle Replacement Fund since the inception of such Fund to include those deposited from user fees collected from partial payments, Medicare or Medicaid. All acts of the Fiscal Officer and EMS Clerk taken with regard to the EMS Vehicle Replacement Fund from the effective date of Ordinance No. 2007-30 to the effective date of this Ordinance are hereby ratified and confirmed.

PASSED this 30 day of October, 2017.

  
Mayor, Village of Antwerp

ATTEST:

  
Fiscal Officer, Village of Antwerp

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

BARRETT BROTHERS - DAYTON, OHIO

(Village Council)

Form 6220S

Revised Code, Secs. 5705.34, - 35.

The Council of the Village of Antwerp, Paulding County, Ohio, met in regular session on the 20th day of November, 2017, at the office of the Village Council with the following members present:

Larry Ryan  
Kenneth Reinhart  
Steve Derck  
Rudie Reeb  
Keith West

Larry Ryan

moved the adoption of the following Resolution:

**WHEREAS**, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2018; and

**WHEREAS**, The Budget Commission of Paulding County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Council of the Village of Antwerp, Paulding County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**

**Summary of Amounts Required From General Property Tax Approved By Budget Commission and County Auditor's Estimated Tax Rates**

Fund	Amount Approved By Budget Commission Inside 10 Mill Limitation	Amount To Be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate Of Tax Rate To Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column I	Column II	III	IV
General Fund	\$35986.		1.80	
1975 FIRE Levy		13914.		2.00
1984 Police Levy		61196.		5.50
1985 EMS Levy		5564.		.50
2006 Cemetery		14748.		.80
2003 FIRE & EMS Levy		18894.		1.00
04 POLICE		34733.		2.00
05 Current Expense		18435.		1.00
2015 Fire		50856.		2.63
Total	\$35986.	\$218340.	1.80	15.43

\$15,502,500. Ag/Res  
3,229,470. Com/In  
1,160,080. PP  
19,992,050. Total

**Schedule B**

# Levies Outside of Mill Limitation, Exclusive of Debt Levies RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Fund		Date of Vote	Maximum Rate	County Auditor's
Ordinance No. _____		Passed _____	Authorized To Be Levied	Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>Special Revenue Funds:</b>				
1976 FIRE levy authorized by voters on for not to exceed CONT years.		11-05-85	2.00	\$13914.
1984 POLICE Levy authorized by voters on for not to exceed CONT years.		05-08-84	5.50	\$61196.
1986 EMS Levy authorized by voters on For not to exceed CONT years		11-04-86	.50	\$5564.
2006 Cemetery Levy authorized by voters on for not to exceed 5 years.		11-03-15	.80	\$14748.
2008 FIRE & EMS Levy authorized by voters on for not to exceed 5 years.		11-06-12	1.00	\$18894.
2004 POLICE Levy authorized by voters on for not to exceed 5 years.		11-05-13	2.00	\$34733
2005 CURRENT EXPENSE Levy authorized by voters on for not to exceed 5 years.		11-04-14	1.00	\$18435
2014 FIRE Levy authorized by voters on for not to exceed 5 years		11-04-14	2.63	\$50856.

and be it further

**RESOLVED**, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr./Ms. Keith West seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms. Larry Ryan yea  
 Mr./Ms. Keith West yea  
 Mr./Ms. Kenneth Reahart yea  
 Mr./Ms. Steve Derck yea  
 Mr./Ms. Rudie Reeb yea

Mr./Ms. \_\_\_\_\_  
 Mr./Ms. \_\_\_\_\_  
 Mr./Ms. \_\_\_\_\_

Adopted the 20th day of November, 2017.

Attest:

Annie Hickey  
 Clerk of Council  
 Fiscal Officer

Janice A Reeb  
 President of Council

CERTIFICATE OF COPY  
 Original On File

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

By \_\_\_\_\_ Deputy \_\_\_\_\_

County Auditor \_\_\_\_\_

Filed \_\_\_\_\_, 2017

Clerk of Council \_\_\_\_\_  
Fiscal Officer \_\_\_\_\_

ADOPTED \_\_\_\_\_, 2017

RESOLUTION  
ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND  
AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.  
(VILLAGE COUNCIL)

Council of the Village of \_\_\_\_\_ Paulding County Ohio

Resolution No. 2017-08

(1) A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R. C., or at such later date as may be approved by the Board of Tax Appeals.

Clerk of Council \_\_\_\_\_  
Fiscal Officer \_\_\_\_\_

Witness my signature, this 20 day of November 2017

a true and correct copy thereof.  
now on file, that the foregoing has been compared by me with said original document, and that the same is

Resolution Accepting the amounts and Rates as Determined by the Budget  
Commission and Authorizing the Necessary Tax Levies and Certifying them to the  
County Auditor

Fiscal Officer \_\_\_\_\_  
Clerk of the Council of the Village of \_\_\_\_\_

The State of Ohio, Paulding County, ss.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2017-09

### **A RESOLUTION TO CREATE NEW FUNDS FOR REVENUE AND EXPENDITURES FOR THE COMPOST SITE AND TRASH COLLECTION FOR THE VILLAGE OF ANTWERP, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp has determined the need to create two (2) new funds: (1) a new fund for revenue and expenditures for the Compost Site maintained for the benefit of the residents of the Village of Antwerp, and (2) a new fund for revenue and expenditures for collecting and removing residential garbage, rubbish, refuse and bulky waste; and

**WHEREAS**, the Auditor of the State has to approve the creation of these funds in accordance with Ohio Revised Code Section 5705.12 and Auditor of State Bulletin 99-006; and

**WHEREAS**, it is immediately necessary to establish the Compost Site Fund for the 2018 budget being proposed for acceptance by the Council of the Village of Antwerp at the regular Council meeting in December and to establish the Trash Fund retroactive to January 1, 2015, said funds to be designated as follows:

Compost Site Fund  
Trash Fund

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio, that:

**Section 1.** The Village Fiscal Officer is hereby directed and authorized to take all the steps necessary or appropriate, in accordance with the Ohio Revised Code and the State Auditor's Office, to create new funds, one designated as the Compost Site Fund and one designated as the Trash Fund.

**Section 2.** The source of revenue deposited into the Compost Site Fund shall be fees collected from Village residents to provide yard waste disposal services, which fees collected will be used to pay the anticipated expenditures necessary to maintain the Compost Site in accordance with the standards of the Ohio EPA.

**Section 3.** The source of revenue deposited into the Trash Fund are the fees collected from users and consumers of the residential garbage, rubbish, refuse and bulky waste collection services provided by the Village, said service commenced in 2015. The purpose of the Trash Fund is to segregate the trash collection fees paid and to submit those to the trash collection provider. The establishment of the Trash Fund is requested to be established retroactive to January 1, 2015.

**Section 4.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 5.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need to establish the Compost Site Fund and Trash Fund to collect revenue and make necessary expenditures to provide these services for the well-being of the residents and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 11-20-17

Ray DeLong President Pro-  
Ray DeLong,  
Mayor of the Village of Antwerp *Tempore*

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer



RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2017- 25

AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE  
VILLAGE OF ANTWERP, OHIO, AND PARAGON TEMPERED GLASS, LLC  
FOR THE SUPPLY AND PURCHASE OF WATER AND PROVISION OF  
SEWER SERVICE, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Ohio (the "Village"), has previously supplied water to Paragon Tempered Glass, LLC ("Paragon Tempered Glass") and treated sewage discharge from its facility located at 5406 County Road 424, Antwerp, Ohio 45813 (the "Paragon Antwerp facility"); and

WHEREAS, it is desirable for the Village to have an agreement with Paragon Tempered Glass for the sale and purchase of water and treatment of sewage discharge from the Paragon Antwerp facility by the Village.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

Section 1. The Village is hereby authorized to enter into an agreement for furnishing water and receiving sewage for treatment with Paragon Tempered Glass pursuant to the following rates and terms:

FOR CALENDAR YEAR 2018, 2019 and 2020:

- A. Paragon Tempered Glass shall pay the Village a monthly charge for the transportation and treatment of water delivered from the Village to the Paragon Antwerp facility. The monthly charge for water so delivered to the Paragon Antwerp facility shall be \$3.16 for each 1,000 gallons of water, plus a flat rate of \$17.55 per quarter, which shall be paid at the rate of \$5.85 per month.
- B. Paragon Tempered Glass shall pay the Village the sum of \$1.72 per 1,000 gallons of sewage collected into the Village's sewer treatment system from the Paragon Antwerp facility for treatment per month, plus a flat rate of \$40.44 per quarter, which shall be billed at the rate of \$13.48 per month.

Section 2. Paragon Tempered Glass shall install, operate and maintain in accordance with the Village's regulations all required meters.

Section 3. The agreement by and between the Village and Paragon Tempered Glass for the supply and purchase of water and provision of sewer service shall be in effect from January 1, 2018, to and including December 31, 2020.

Section 4. It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the welfare, convenience and prosperity of the Village and necessary to allow the supply and purchase of water and provision of sewer services to the Paragon Antwerp facility, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 5220S

*Ordinance No.* \_\_\_\_\_

*Passed* \_\_\_\_\_

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

Passed: 11.20.17

Janice A. DeLong President Pro-  
Ray DeLong, Mayor  
Village of Antwerp  
Tempor

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Accepted by Paragon Tempered Glass, LLC:

By: Tim D. ERLI TIM D. ERLI

Its: CONTROLLER

Date signed: 11/03/2017

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-26

### AN ORDINANCE REGULATING UTILITY VEHICLES AND MINI-TRUCKS WITHIN THE VILLAGE OF ANTWERP, OHIO, AND REQUIRING INSPECTIONS OF THE SAME BY THE ANTWERP POLICE DEPARTMENT

**WHEREAS**, the use of utility vehicles and mini-trucks (individually referred to as "vehicle" and collectively referred to as "vehicles") on the streets of the Village of Antwerp, Ohio, has become more prevalent and members of the community have expressed a desire to operate these vehicles in the Village; and

**WHEREAS**, the use of these vehicles in the Village creates an issue of safety and public concern; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, desires to regulate the use of these vehicles within the Village of Antwerp, Ohio.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** All utility vehicles and mini-trucks operated on public streets and highways in the Village of Antwerp, Ohio, shall be subject to inspection at the direction of the Chief of Police of the Village of Antwerp. The inspections will be conducted at the Antwerp Police Department located at 118 North Main Street, Antwerp, Ohio. Any person desiring to have such a vehicle inspected by the Antwerp Police Department shall contact the Department during normal business hours to make an appointment for such inspection. The inspection will be provided for a \$25.00 charge, and the funds obtained from such inspections shall be designated for the general fund under the general miscellaneous line item. In order for such vehicle to pass inspection, the following must occur:

1. the operator must have a valid driver's license;
2. the operator must show proof of insurance for the vehicle;
3. the vehicle must be equipped with two (2) rear taillights having a minimum candlepower of sufficient intensity to be plainly visible from a distance of five hundred (500) feet to the rear under normal atmospheric conditions during hours of darkness;
4. the vehicle must have a light to illuminate the license plate which must be legible from a distance of fifty (50) feet to the rear;
5. the vehicle must have two (2) working brake lights;
6. the vehicle must have two (2) operable headlights having a minimum candlepower of

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

sufficient intensity to reveal persons and objects at a distance of at least one hundred (100) feet under normal atmospheric conditions during hours of darkness;

- 7. the vehicle must be equipped with a horn which is in good working order and capable of emitting sound audible, under normal conditions, from a distance of not less than two hundred (200) feet;
- 8. the vehicle must be equipped with a mirror so located as to reflect to the operator a view of the highway to the rear of such vehicle;
- 9. the vehicle must have a windshield (glass or safety glass);
- 10. the vehicle must have proper restraints for all passengers;
- 11. the vehicle must be equipped with adequate brakes;
- 12. the vehicle must be equipped with a steering mechanism;
- 13. the vehicle must be equipped with tires in a safe condition;
- 14. the vehicle must have a muffler system capable of precluding the emission of excessive smoke or exhaust fumes, and of limiting the engine noise of vehicles;
- 15. the vehicle must be equipped with electrical or mechanical directional signals capable of clearly indicating an intention to turn either to the right or to the left and which shall be visible from both the front and rear; and
- 16. the vehicle must have brackets for mounting one (1) license plate.

**Section 2.** Any utility vehicle as contemplated by this Ordinance is a self-propelled vehicle designed with a bed, principally for the purpose of transporting material or cargo in connection with construction, agricultural, forestry, grounds maintenance, lawn and garden, materials handling, or similar activities, as defined in O.R.C. §4501.01(VV). Any mini-truck as contemplated by this Ordinance is a vehicle that has four wheels, is propelled by an electric motor with a rated power of seven thousand five hundred watts or less or an internal combustion engine with a piston displacement capacity of six hundred sixty cubic centimeters or less, has a total dry weight of nine hundred to two thousand two hundred pounds, contains an enclosed cabin and a seat for the vehicle operator, resembles a pickup truck or van with a cargo area or bed located at the rear of the vehicle, and was not originally manufactured to meet federal motor vehicle safety standards, as defined by O.R.C. § 4501.01(BBB).

**Section 3.** Prior to operating such a vehicle on any public street in the Village of Antwerp,

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Ohio, the vehicle shall meet the requirements as stated herein, obtain a Certificate of Inspection from the Antwerp Police Department and present the same to the Bureau of Motor Vehicles to obtain title, registration, and a license plate for said vehicle.

**Section 4.** Once the vehicle is titled, registered and licensed, the operator of the vehicle is permitted to operate the same on the public streets in the Village of Antwerp that have a speed limit of 35 mph or less, but shall never operate the same on any streets that have a speed limit greater than 35 mph or on any sidewalks or other private property located within the Village of Antwerp.

**Section 5.** The operation of the vehicle permitted by this Ordinance shall be subject to all traffic and other laws set forth in the Ohio Revised Code, as amended from time to time, as well as set forth in the Ohio Basic Code, as amended from time to time.

**Section 6.** It is hereby found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements.

**Section 7.** This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed: Jan 17, 2018.

Ray DeLong  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

First reading: Dec 5, 2017

Second reading: Dec 18, 2017

Third reading: Jan 17, 2018

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 3220S

*Ordinance No.* \_\_\_\_\_

*Passed* \_\_\_\_\_

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 62205

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-27

### AN ORDINANCE TO AMEND EXHIBIT A TO ORDINANCE NO. 2015-27, SPECIFICALLY TO AMEND SECTIONS 2, 4, 5, 7, AND 18 OF EXHIBIT A, SAID EXHIBIT A BEING THE VILLAGE OF ANTWERP INCOME TAX ORDINANCE

**WHEREAS**, the Council of the Village of Antwerp adopted Ordinance No. 2006-26 on September 11, 2006, imposing a municipal income tax in the Village of Antwerp, Ohio; and

**WHEREAS**, the Council of the Village of Antwerp adopted Ordinance No. 2015-27 on November 16, 2015, amending Ordinance No. 2006-26 and any amendments thereto, in order to enact the amendments required by H.B. 5, setting forth the Village of Antwerp Income Tax Ordinance as Exhibit A to Ordinance No. 2015-27 effective January 1, 2016; and

**WHEREAS**, since the adoption of H.B. 5 by the General Assembly and the passage of Ordinance No. 2015-27 by the Village Council, additional revisions are necessary to the Village's Income Tax Ordinance in order to comply with H.B. 5; and

**WHEREAS**, upon a detailed review of H. B. 5 and the Codified Ordinances of the Village of Antwerp, this Ordinance is found and determined by this Council to be necessary to enact the amendments to the Village's Income Tax Ordinance, specifically amendments to Sections 2, 4, 5, 7, and 18, said amendments effective January 1, 2018.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO, THAT:**

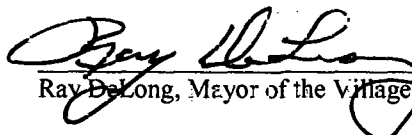
**Section 1.** That Ordinance No. 2015-27, specifically Sections 2, 4, 5, 7, and 18 of Exhibit A attached to Ordinance No. 2015-27, be amended to read as follows: A copy of the Village of Antwerp Income Tax Ordinance Effective January 1, 2016, with amendments to Sections 2, 4, 5, 7, and 18 effective January 1, 2018, is attached hereto as Exhibit A and incorporated herein by reference.

**Section 2.** Previous ordinances and/or any portions thereof, including Sections 2, 4, 5, 7, and 18 of Exhibit A to Ordinance No. 2015-27, and rules of the Village of Antwerp that are not consistent with this Ordinance and Exhibit A attached hereto, are hereby set aside, revoked and held for naught as of January 1, 2018.

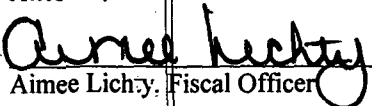
**Section 3.** It is hereby found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were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

**Section 4.** This Ordinance shall take effect and be in force from and after January 1, 2018.

Date: Dec 18, 2018

  
Ray DeLong, Mayor of the Village of Antwerp

Attest: .

  
Aimee Lichy, Fiscal Officer

First Reading: Nov 20, 2017

Second Reading: Dec 5, 2017

Third Reading: Dec 18, 2017



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

*Ordinance No.* \_\_\_\_\_

*Passed* \_\_\_\_\_, \_\_\_\_\_

# **VILLAGE OF ANTWERP INCOME TAX ORDINANCE**

Effective January 1, 2016

(Amendments to Sections 2, 4, 5, 7 and 18 effective January 1, 2018)

Exhibit A to Ordinance Nos. 2015-27 and 2017-27

## **SECTION 1 AUTHORITY TO LEVY TAX; PURPOSE OF TAX.**

(A) To provide funds for the purposes of general municipal operations, maintenance, new equipment, extension and enlargement of municipal services and facilities and capital improvements, the Village of Antwerp (the "Village") hereby levies an annual municipal income tax on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided.

(B)(1) The annual tax is levied at a rate of 1% (one percent). The tax is levied at a uniform rate on all persons residing in or earning or receiving income in the Village. The tax is levied on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided in Section 3 of this Ordinance and other sections as they may apply.

(2) Intentionally left blank.

(C) The tax on income and the withholding tax established by Ordinance No. 2015-27 and as amended by Ordinance No. 2017-27 are authorized by Article XVIII, Section 3 of the Ohio Constitution. The tax is levied in accordance with, and is intended to be consistent with, the provisions and limitations of Ohio Revised Code 718 (ORC 718).

## **SECTION 2 DEFINITIONS.**

(A) Any term used in this Ordinance that is not otherwise defined in this Ordinance has the same meaning as when used in a comparable context in laws of the United States relating to federal income taxation or in Title LVII of the ORC, unless a different meaning is clearly required. If a term used in this Ordinance that is not otherwise defined in this Ordinance is used in a comparable context in both the laws of the United States relating to federal income tax and in Title LVII of the ORC and the use is not consistent, then the use of the term in the laws of the United States relating to federal income tax shall control over the use of the term in Title LVII of the ORC.

(B) The singular shall include the plural, and the masculine shall include the feminine and the gender-neutral.

(C) As used in this Ordinance:

(1) **"Adjusted federal taxable income,"** for a person required to file as a C corporation, or for a person that has elected to be taxed as a C corporation under (C)(24)(e) of this division, means a C corporation's federal taxable income before net operating losses and special deductions as determined under the Internal Revenue Code, adjusted as follows:

(a) Deduct intangible income to the extent included in federal taxable income. The deduction shall be allowed regardless of whether the intangible income relates to assets used in a trade or business or assets held for the production of income.

(b) Add an amount equal to five percent (5%) of intangible income deducted under division (C)(1)(a) of this section, but excluding that portion of intangible income directly related to the sale, exchange, or other disposition of property described in Section 1221 of the Internal Revenue Code;

(c) Add any losses allowed as a deduction in the computation of federal taxable income if the losses directly relate to the sale, exchange, or other disposition of an asset described in Section 1221 or 1231 of the Internal Revenue Code;

(d)(i) Except as provided in (C)(1)(d)(ii) of this section, deduct income and gain included in federal taxable income to the extent the income and gain directly relate to the sale, exchange, or other disposition of an asset described in Section 1221 or 1231 of the Internal Revenue Code;

(ii) Division (C)(1)(d)(i) of this section does not apply to the extent the income or gain is income or gain described in Section 1245 or 1250 of the Internal Revenue Code.

(e) Add taxes on or measured by net income allowed as a deduction in the computation of federal taxable income;

(f) In the case of a real estate investment trust or regulated investment company, add all amounts with respect to dividends to, distributions to, or amounts set aside for or credited to the benefit of investors and allowed as a deduction in the computation of federal taxable income;

(g) Deduct, to the extent not otherwise deducted or excluded in computing federal taxable income, any income derived from a transfer agreement or from the enterprise transferred under that agreement under Section 4313.02 of the ORC;

(h) Deduct exempt income to the extent not otherwise deducted or excluded in computing adjusted federal taxable income.

(i) Deduct any net profit of a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's federal taxable income unless an affiliated group of corporations includes that net profit in the group's federal taxable income in accordance with division (V)(3)(b) of Section 5.

(j) Add any loss incurred by a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's federal taxable income unless an affiliated group of corporations includes that loss in the group's federal taxable income in accordance with division (V)(3)(b) of Section 5.

If the taxpayer is not a C corporation, is not a disregarded entity that has made an election described in division (C)(48)(b) of this section, is not a publicly traded partnership that has made the election described in division (C)(24)(e) of this section, and is not an individual, the taxpayer shall compute adjusted federal taxable income under this section as if the taxpayer were a C corporation, except guaranteed payments and other similar amounts paid or accrued to a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deductible expense unless such payments are in consideration for the use of capital and treated as payment of interest under Section 469 of the Internal Revenue Code or United States treasury regulations. Amounts paid or accrued to a qualified self-employed retirement plan with respect to a partner, former partner, shareholder, former shareholder, member, or

former member of the taxpayer, amounts paid or accrued to or for health insurance for a partner, former partner, shareholder, former shareholder, member, or former member, and amounts paid or accrued to or for life insurance for a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deduction.

Nothing in division (C)(1) of this section shall be construed as allowing the taxpayer to add or deduct any amount more than once or shall be construed as allowing any taxpayer to deduct any amount paid to or accrued for purposes of federal self-employment tax.

(2)(a) **"Assessment"** means a written finding by the Tax Administrator that a person has underpaid municipal income tax, or owes penalty and interest, or any combination of tax, penalty, or interest, to the municipal corporation that commences the person's time limitation for making an appeal to the Board of Tax Review pursuant to Section 21, and has **"ASSESSMENT"** written in all capital letters at the top of such finding.

(b) **"Assessment"** does not include a notice denying a request for refund issued under division (C)(3) of Section 9, a billing statement notifying a taxpayer of current or past-due balances owed to the municipal corporation, a Tax Administrator's request for additional information, a notification to the taxpayer of mathematical errors, or a Tax Administrator's other written correspondence to a person or taxpayer that does not meet the criteria prescribed by division (C)(2)(a) of this section.

(3) **"Audit"** means the examination of a person or the inspection of the books, records, memoranda, or accounts of a person, ordered to appear before the Tax Administrator, for the purpose of determining liability for a municipal income tax.

(4) **"Board of Tax Review"** or **"Board of Review"** or **"Board of Tax Appeals"**, or other named local board constituted to hear appeals of municipal income tax matters, means the entity created under Section 21.

(5) **"Calendar quarter"** means the three-month period ending on the last day of March, June, September, or December.

(6) **"Casino operator"** and **"casino facility"** have the same meanings as in Section 3772.01 of the ORC.

(7) **"Certified mail," "express mail," "United States mail," "postal service,"** and similar terms include any delivery service authorized pursuant to Section 5703.056 of the ORC.

(8) **"Disregarded entity"** means a single member limited liability company, a qualifying subchapter S subsidiary, or another entity if the company, subsidiary, or entity is a disregarded entity for federal income tax purposes.

(9) **"Domicile"** means the true, fixed, and permanent home of a taxpayer and to which, whenever absent, the taxpayer intends to return. A taxpayer may have more than one residence but not more than one domicile.

(10) **"Employee"** means an individual who is an employee for federal income tax purposes.

(11) **"Employer"** means a person that is an employer for federal income tax purposes.

**(12) "Exempt income" means all of the following:**

(a) The military pay or allowances of members of the armed forces of the United States or members of their reserve components, including the national guard of any state.

(b) Intangible income. However, a municipal corporation that taxed any type of intangible income on March 29, 1988, pursuant to Section 3 of S.B. 238 of the 116th general assembly, may continue to tax that type of income if a majority of the electors of the municipal corporation voting on the question of whether to permit the taxation of that type of intangible income after 1988 voted in favor thereof at an election held on November 8, 1988.

(c) Social security benefits, railroad retirement benefits, unemployment compensation, pensions, retirement benefit payments, payments from annuities, and similar payments made to an employee or to the beneficiary of an employee under a retirement program or plan, disability payments received from private industry or local, state, or federal governments or from charitable, religious or educational organizations, and the proceeds of sickness, accident, or liability insurance policies. As used in division (C)(12)(c) of this section, "unemployment compensation" does not include supplemental unemployment compensation described in Section 3402(o)(2) of the Internal Revenue Code.

(d) The income of religious, fraternal, charitable, scientific, literary, or educational institutions to the extent such income is derived from tax-exempt real estate, tax-exempt tangible or intangible property, or tax-exempt activities.

(e) Compensation paid under Section 3501.28 or 3501.36 of the ORC to a person serving as a precinct election official to the extent that such compensation does not exceed \$1,000 for the taxable year. Such compensation in excess of \$1,000 for the taxable year may be subject to taxation by a municipal corporation. A municipal corporation shall not require the payer of such compensation to withhold any tax from that compensation.

(f) Dues, contributions, and similar payments received by charitable, religious, educational, or literary organizations or labor unions, lodges, and similar organizations;

(g) Alimony and child support received.

(h) Compensation for personal injuries or for damages to property from insurance proceeds or otherwise, excluding compensation paid for lost salaries or wages or compensation from punitive damages.

(i) Income of a public utility when that public utility is subject to the tax levied under Section 5727.24 or 5727.30 of the ORC. Division (C)(12)(i) of this section does not apply for purposes of Chapter 5745. of the ORC.

(j) Gains from involuntary conversions, interest on federal obligations, items of income subject to a tax levied by the state and that a municipal corporation is specifically prohibited by law from taxing, and income of a decedent's estate during the period of administration except such income from the operation of a trade or business.

(k) Compensation or allowances excluded from federal gross income under Section 107 of the Internal Revenue Code.

(l) Employee compensation that is not qualifying wages as defined in division (C)(35) of this section.

(m) Compensation paid to a person employed within the boundaries of a United States air force base under the jurisdiction of the United States air force that is used for the housing of members of the United States air force and is a center for air force operations, unless the person is subject to taxation because of residence or domicile. If the compensation is subject to taxation because of residence or domicile, tax on such income shall be payable only to the municipal corporation of residence or domicile.

(n) An S corporation shareholder's share of net profits of the S corporation, other than any part of the share of net profits that represents wages as defined in Section 3121(a) of the Internal Revenue Code or net earnings from self-employment as defined in Section 1402(a) of the Internal Revenue Code.

(o) All of the income of individuals or a class of individuals under 18 years of age.

(p)(i) Except as provided in divisions (C)(12)(p)(ii), (iii), and (iv) of this section, qualifying wages described in division (C)(2) or (5) of Section 4 to the extent the qualifying wages are not subject to withholding for the Village under either of those divisions.

(ii) The exemption provided in division (C)(12)(p)(i) of this section does not apply with respect to the municipal corporation in which the employee resided at the time the employee earned the qualifying wages.

(iii) The exemption provided in division (C)(12)(p)(i) of this section does not apply to qualifying wages that an employer elects to withhold under division (C)(4)(b) of Section 4.

(iv) The exemption provided in division (C)(12)(p)(i) of this section does not apply to qualifying wages if both of the following conditions apply:

(a) For qualifying wages described in division (C)(2) of Section 4, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employee's principal place of work is situated, or, for qualifying wages described in division (C)(5) of Section 4, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employer's fixed location is located;

(b) The employee receives a refund of the tax described in division (C)(12)(p)(iv)(a) of this section on the basis of the employee not performing services in that municipal corporation.

(q)(i) Except as provided in division (C)(12)(q)(ii) or (iii) of this section, compensation that is not qualifying wages paid to a nonresident individual for personal services performed in the Village on not more than 20 days in a taxable year.

(ii) The exemption provided in division (C)(12)(q)(i) of this section does not apply under either of the following circumstances:

(a) The individual's base of operation is located in the municipal corporation.

(b) The individual is a professional athlete, professional entertainer, or public figure, and the compensation is paid for the performance of services in the individual's capacity as a professional athlete, professional entertainer, or public figure. For purposes of division (C)(12)(q)(ii)(b) of this section,

"professional athlete," "professional entertainer," and "public figure" have the same meanings as in Section 4 (C).

(iii) Compensation to which division (C)(12)(q) of this section applies shall be treated as earned or received at the individual's base of operation. If the individual does not have a base of operation, the compensation shall be treated as earned or received where the individual is domiciled.

(iv) For purposes of division (C)(12)(q) of this section, "base of operation" means the location where an individual owns or rents an office, storefront, or similar facility to which the individual regularly reports and at which the individual regularly performs personal services for compensation.

(r) Compensation paid to a person for personal services performed for a political subdivision on property owned by the political subdivision, regardless of whether the compensation is received by an employee of the subdivision or another person performing services for the subdivision under a contract with the subdivision, if the property on which services are performed is annexed to a municipal corporation pursuant to Section 709.023 of the ORC on or after March 27, 2013, unless the person is subject to such taxation because of residence. If the compensation is subject to taxation because of residence, municipal income tax shall be payable only to the municipal corporation of residence.

(s) Income the taxation of which is prohibited by the constitution or laws of the United States.

Any item of income that is exempt income of a pass-through entity under division (C) of this section is exempt income of each owner of the pass-through entity to the extent of that owner's distributive or proportionate share of that item of the entity's income.

(13) **"Form 2106"** means internal revenue service form 2106 filed by a taxpayer pursuant to the Internal Revenue Code.

(14) **"Generic form"** means an electronic or paper form that is not prescribed by a particular municipal corporation and that is designed for reporting taxes withheld by an employer, agent of an employer, or other payer, estimated municipal income taxes, or annual municipal income tax liability or for filing a refund claim.

(15) **"Gross receipts"** means the total revenue derived from sales, work done, or service rendered.

(16) **"Income"** means the following:

(a)(i) For residents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident, except as provided in (C)(24)(e) of this section.

(ii) For the purposes of division (C)(16)(a)(i) of this section:

(a) Any net operating loss of the resident incurred in the taxable year and the resident's distributive share of any net operating loss generated in the same taxable year and attributable to the resident's ownership interest in a pass-through entity shall be allowed as a deduction, for that taxable year and the following five taxable years, against any other net profit of the resident or the resident's distributive

share of any net profit attributable to the resident's ownership interest in a pass-through entity until fully utilized, subject to division (C)(16)(a)(iv) of this section;

(b) The resident's distributive share of the net profit of each pass-through entity owned directly or indirectly by the resident shall be calculated without regard to any net operating loss that is carried forward by that entity from a prior taxable year and applied to reduce the entity's net profit for the current taxable year.

(iii) Division (C)(16)(a)(ii) of this section does not apply with respect to any net profit or net operating loss attributable to an ownership interest in an S corporation unless shareholders' shares of net profits from S corporations are subject to tax in the municipal corporation as provided in division (C)(12)(n) or (C)(16)(e) of this section.

(iv) Any amount of a net operating loss used to reduce a taxpayer's net profit for a taxable year shall reduce the amount of net operating loss that may be carried forward to any subsequent year for use by that taxpayer. In no event shall the cumulative deductions for all taxable years with respect to a taxpayer's net operating loss exceed the original amount of that net operating loss available to that taxpayer.

(b) In the case of nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

(c) For taxpayers that are not individuals, net profit of the taxpayer;

(d) Lottery, sweepstakes, gambling and sports winnings, winnings from games of chance, and prizes and awards. If the taxpayer is a professional gambler for federal income tax purposes, the taxpayer may deduct related wagering losses and expenses to the extent authorized under the Internal Revenue Code and claimed against such winnings.

(e) Intentionally left blank.

**(17) "Intangible income"** means income of any of the following types: income yield, interest, capital gains, dividends, or other income arising from the ownership, sale, exchange, or other disposition of intangible property including, but not limited to, investments, deposits, money, or credits as those terms are defined in Ordinance 5701. of the ORC, and patents, copyrights, trademarks, tradenames, investments in real estate investment trusts, investments in regulated investment companies, and appreciation on deferred compensation. "Intangible income" does not include prizes, awards, or other income associated with any lottery winnings, gambling winnings, or other similar games of chance.

**(18) "Internal Revenue Code"** has the same meaning as in Section 5747.01 of the ORC.

**(19) "Limited liability company"** means a limited liability company formed under Ordinance 1705. of the ORC or under the laws of another state.

**(20) "Municipal corporation"** includes a joint economic development district or joint economic development zone that levies an income tax under Section 715.691 , 715.70 , 715.71 , or 715.74 of the ORC.



**(21)(a) "Municipal taxable income"** means the following:

(i) For a person other than an individual, income apportioned or situated to the Village under Section 3, as applicable, reduced by any pre-2017 net operating loss carryforward available to the person for the Village.

(ii)(a) For an individual who is a resident of the Village, income reduced by exempt income to the extent otherwise included in income, then reduced as provided in division (C)(21)(b) of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for the municipal corporation.

(b) For an individual who is a nonresident of the Village, income reduced by exempt income to the extent otherwise included in income and then, as applicable, apportioned or situated to the municipal corporation under Section 3, then reduced as provided in division (C)(21)(b) of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for the Village.

(b) In computing the municipal taxable income of a taxpayer who is an individual, the taxpayer may subtract, as provided in division (C)(21)(a)(ii)(a) or (C)(21)(b) of this section, the amount of the individual's employee business expenses reported on the individual's form 2106 that the individual deducted for federal income tax purposes for the taxable year, subject to the limitation imposed by Section 67 of the Internal Revenue Code. For the municipal corporation in which the taxpayer is a resident, the taxpayer may deduct all such expenses allowed for federal income tax purposes, but to the extent the expenses do not relate to exempt income. For a municipal corporation in which the taxpayer is not a resident, the taxpayer may deduct such expenses only to the extent the expenses are related to the taxpayer's performance of personal services in that nonresident municipal corporation and are not related to exempt income.

**(22) "Municipality" or "Village"** means the same as the Village of Antwerp. If the terms are capitalized in the ordinance they are referring to the Village of Antwerp. If not capitalized they refer to a municipal corporation other than the Village of Antwerp.

**(23) "Net operating loss"** means a loss incurred by a person in the operation of a trade or business. "Net operating loss" does not include unutilized losses resulting from basis limitations, at-risk limitations, or passive activity loss limitations.

**(24)(a) "Net profit"** for a person who is an individual means the individual's net profit required to be reported on schedule C, schedule E, or schedule F reduced by any net operating loss carried forward. For the purposes of division (C)(24)(a) of this section, the net operating loss carried forward shall be calculated and deducted in the same manner as provided in division (C)(24)(c) of this section.

(b) "Net profit" for a person other than an individual means adjusted federal taxable income reduced by any net operating loss incurred by the person in a taxable year beginning on or after January 1, 2017, subject to the limitations of division (C)(24)(c) of this section.

(c)(i) The amount of such operating loss shall be deducted from net profit to the extent necessary to reduce municipal taxable income to zero, with any remaining unused portion of the net operating loss carried forward to not more than five (5) consecutive taxable years following the taxable year in which the loss was incurred, but in no case for more years than necessary for the deduction to be fully utilized.

(ii) No person shall use the deduction allowed by division (C)(24)(c) of this section to offset qualifying wages.

(iii)(a) For taxable years beginning in 2018, 2019, 2020, 2021, or 2022, a person may not deduct more than fifty percent (50%) of the amount of the deduction otherwise allowed by division (C)(24)(c) of this section.

(b) For taxable years beginning in 2023 or thereafter, a person may deduct the full amount allowed by (C)(24)(c) of this section without regard to the limitation of division (C)(24)(c)(iii)(a) of this section.

(iv) Any pre-2017 net operating loss carryforward deduction that is available may be utilized before a taxpayer may deduct any amount pursuant to (C)(24)(c) of this section.

(v) Nothing in division (C)(24)(c)(iii)(a) of this section precludes a person from carrying forward, for use with respect to any return filed for a taxable year beginning after 2018, any amount of net operating loss that was not fully utilized by operation of division (C)(24)(c)(iii)(a) of this section. To the extent that an amount of net operating loss that was not fully utilized in one or more taxable years by operation of division (C)(1)(h)(iii)(a) of this section is carried forward for use with respect to a return filed for a taxable year beginning in 2019, 2020, 2021, or 2022, the limitation described in division (C)(24)(c)(iii)(a) of this section shall apply to the amount carried forward.

(d) For the purposes of this Ordinance, and notwithstanding division (C)(24)(b) of this section, net profit of a disregarded entity shall not be taxable as against that disregarded entity, but shall instead be included in the net profit of the owner of the disregarded entity.

(e) A publicly traded partnership that is treated as a partnership for federal income tax purposes, and that is subject to tax on its net profits by the Village, may elect to be treated as a C corporation for the Village, and shall not be treated as the net profit or income of any owner of the partnership. The election shall be made on the annual return for the Village. The Village will treat the publicly traded partnership as a C corporation if the election is so made.

**(25) "Nonresident"** means an individual that is not a resident.

**(26) "Ohio Business Gateway"** means the online computer network system, created under Section 125.30 of the ORC, that allows persons to electronically file business reply forms with state agencies and includes any successor electronic filing and payment system.

**(27) "Other payer"** means any person, other than an individual's employer or the employer's agent that pays an individual any amount included in the federal gross income of the individual. "Other payer" includes casino operators and video lottery terminal sales agents.

**(28) "Pass-through entity"** means a partnership not treated as an association taxable as a C corporation for federal income tax purposes, a limited liability company not treated as an association taxable as a C corporation for federal income tax purposes, an S corporation, or any other class of entity from which the income or profits of the entity are given pass-through treatment for federal income tax purposes. "Pass-through entity" does not include a trust, estate, grantor of a grantor trust, or disregarded entity.

**(29) "Pension"** means any amount paid to an employee or former employee that is reported to the recipient on an IRS form 1099-R, or successor form. Pension does not include deferred compensation, or amounts attributable to nonqualified deferred compensation plans, reported as FICA/Medicare wages on an IRS form W-2, Wage and Tax Statement, or successor form.

(30) **"Person"** includes individuals, firms, companies, joint stock companies, business trusts, estates, trusts, partnerships, limited liability partnerships, limited liability companies, associations, C corporations, S corporations, governmental entities, and any other entity.

(31) **"Postal service"** means the United States postal service.

(32) **"Postmark date," "date of postmark,"** and similar terms include the date recorded and marked in the manner described in division (B)(3) of Section 5703.056 of the ORC.

(33)(a) **"Pre-2017 net operating loss carryforward"** means any net operating loss incurred in a taxable year beginning before January 1, 2017, to the extent such loss was permitted, by a resolution or ordinance of the Village that was adopted by the Village before January 1, 2016, to be carried forward and utilized to offset income or net profit generated in the Village in future taxable years.

(b) For the purpose of calculating municipal taxable income, any pre-2017 net operating loss carryforward may be carried forward to any taxable year, including taxable years beginning in 2017 or thereafter, for the number of taxable years provided in the resolution or ordinance or until fully utilized, whichever is earlier.

(34) **"Publicly traded partnership"** means any partnership, an interest in which is regularly traded on an established securities market. A "publicly traded partnership" may have any number of partners.

(35) **"Qualifying wages"** means wages, as defined in Section 3121(a) of the Internal Revenue Code, without regard to any wage limitations, adjusted as follows:

(a) Deduct the following amounts:

(i) Any amount included in wages if the amount constitutes compensation attributable to a plan or program described in Section 125 of the Internal Revenue Code.

(ii) Any amount included in wages if the amount constitutes payment on account of a disability related to sickness or an accident paid by a party unrelated to the employer, agent of an employer, or other payer.

(iii) Intentionally left blank.

(iv) Intentionally left blank.

(v) Any amount included in wages that is exempt income.

(b) Add the following amounts:

(i) Any amount not included in wages solely because the employee was employed by the employer before April 1, 1986.

(ii) Any amount not included in wages because the amount arises from the sale, exchange, or other disposition of a stock option, the exercise of a stock option, or the sale, exchange, or other disposition of stock purchased under a stock option and the municipal corporation has not, by resolution or ordinance,

exempted the amount from withholding and tax adopted before January 1, 2016. Division (C)(35)(b)(ii) of this section applies only to those amounts constituting ordinary income.

(iii) Any amount not included in wages if the amount is an amount described in section 401(k), 403(b), or 457 of the Internal Revenue Code. Division (C)(35)(b)(ii) of this section applies only to employee contributions and employee deferrals.

(iv) Any amount that is supplemental unemployment compensation benefits described in Section 3402(o)(2) of the Internal Revenue Code and not included in wages.

(v) Any amount received that is treated as self-employment income for federal tax purposes in accordance with Section 1402(a)(8) of the Internal Revenue Code.

(vi) Any amount not included in wages if all of the following apply:

(a) For the taxable year the amount is employee compensation that is earned outside the United States and that either is included in the taxpayer's gross income for federal income tax purposes or would have been included in the taxpayer's gross income for such purposes if the taxpayer did not elect to exclude the income under Section 911 of the Internal Revenue Code;

(b) For no preceding taxable year did the amount constitute wages as defined in Section 3121(a) of the Internal Revenue Code;

(c) For no succeeding taxable year will the amount constitute wages; and

(d) For any taxable year the amount has not otherwise been added to wages pursuant to either division (C)(35)(b) of this section or Section 4, as that section existed before the effective date of H.B. 5 of the 130th General Assembly, March 23, 2015.

**(36) "Related entity"** means any of the following:

(a) An individual stockholder, or a member of the stockholder's family enumerated in Section 318 of the Internal Revenue Code, if the stockholder and the members of the stockholder's family own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent (50%) of the value of the taxpayer's outstanding stock;

(b) A stockholder, or a stockholder's partnership, estate, trust, or corporation, if the stockholder and the stockholder's partnerships, estates, trusts, or corporations own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent (50%) of the value of the taxpayer's outstanding stock;

(c) A corporation, or a party related to the corporation in a manner that would require an attribution of stock from the corporation to the party or from the party to the corporation under division (C)(36)(d) of this section, provided the taxpayer owns directly, indirectly, beneficially, or constructively, at least fifty percent of the value of the corporation's outstanding stock;

(d) The attribution rules described in Section 318 of the Internal Revenue Code apply for the purpose of determining whether the ownership requirements in divisions (C)(36)(a) to (c) of this section have been met.

(37) **"Related member"** means a person that, with respect to the taxpayer during all or any portion of the taxable year, is either a related entity, a component member as defined in Section 1563(b) of the Internal Revenue Code, or a person to or from whom there is attribution of stock ownership in accordance with Section 1563(e) of the Internal Revenue Code except, for purposes of determining whether a person is a related member under this division, "twenty percent (20%)" shall be substituted for "five percent (5%)" wherever "five percent (5%)" appears in Section 1563(e) of the Internal Revenue Code.

(38) **"Resident"** means an individual who is domiciled in the municipal corporation as determined under Section 3(E).

(39) **"S corporation"** means a person that has made an election under subchapter/ordinance S of Chapter 1 of Subtitle A of the Internal Revenue Code for its taxable year.

(40) **"Schedule C"** means internal revenue service schedule C (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(41) **"Schedule E"** means internal revenue service schedule E (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(42) **"Schedule F"** means internal revenue service schedule F (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(43) **"Single member limited liability company"** means a limited liability company that has one direct member.

(44) **"Small employer"** means any employer that had total revenue of less than \$500,000 during the preceding taxable year. For purposes of this division, "total revenue" means receipts of any type or kind, including, but not limited to, sales receipts; payments; rents; profits; gains, dividends, and other investment income; compensation; commissions; premiums; money; property; grants; contributions; donations; gifts; program service revenue; patient service revenue; premiums; fees, including premium fees and service fees; tuition payments; unrelated business revenue; reimbursements; any type of payment from a governmental unit, including grants and other allocations; and any other similar receipts reported for federal income tax purposes or under generally accepted accounting principles. "Small employer" does not include the federal government; any state government, including any state agency or instrumentality; any political subdivision; or any entity treated as a government for financial accounting and reporting purposes.

(45)(a) **"Tax Administrator"** means the individual charged with direct responsibility for administration of an income tax levied by the Village in accordance with this Ordinance. Tax Administrator does not include the state tax commissioner.

(45)(b) **"Tax commissioner"** means the tax commissioner appointed under Section 121.03 of the Revised Code.

(46) **"Tax return preparer"** means any individual described in Section 7701(a)(36) of the Internal Revenue Code and 26 C.F.R. 301.7701-15.

(47) **"Taxable year"** means the corresponding tax reporting period as prescribed for the taxpayer under the Internal Revenue Code.

**(48)(a) "Taxpayer"** means a person subject to a tax levied on income by a municipal corporation in accordance with this Ordinance. "Taxpayer" does not include a grantor trust or, except as provided in division (C)(48)(b)(i) of this section, a disregarded entity.

(b)(i) A single member limited liability company that is a disregarded entity for federal tax purposes may be a separate taxpayer from its single member in all Ohio municipal corporations in which it either filed as a separate taxpayer or did not file for its taxable year ending in 2003, if all of the following conditions are met:

(a) The limited liability company's single member is also a limited liability company.

(b) The limited liability company and its single member were formed and doing business in one or more Ohio municipal corporations for at least five years before January 1, 2004.

(c) Not later than December 31, 2004, the limited liability company and its single member each made an election to be treated as a separate taxpayer under division (L) of ORC 718.01 as that section existed on December 31, 2004.

(d) The limited liability company was not formed for the purpose of evading or reducing Ohio municipal corporation income tax liability of the limited liability company or its single member.

(e) The Ohio municipal corporation that was the primary place of business of the sole member of the limited liability company consented to the election.

(ii) For purposes of division (C)(48)(b)(ii) of this section, a municipal corporation was the primary place of business of a limited liability company if, for the limited liability company's taxable year ending in 2003, its income tax liability was greater in that municipal corporation than in any other municipal corporation in Ohio, and that tax liability to that municipal corporation for its taxable year ending in 2003 was at least \$400,000.

**(49) "Taxpayers' rights and responsibilities"** means the rights provided to taxpayers in Sections 9, 12, 13, 19(B), 20, 21, and Sections 5717.011 and 5717.03 of the ORC, and the responsibilities of taxpayers to file, report, withhold, remit, and pay municipal income tax and otherwise comply with Ordinance 718. of the ORC and resolutions, ordinances, and rules and regulations adopted by the Village for the imposition and administration of a municipal income tax.

**(50) "Video lottery terminal"** has the same meaning as in Section 3770.21 of the ORC.

**(51) "Video lottery terminal sales agent"** means a lottery sales agent licensed under Chapter 3770. of the ORC to conduct video lottery terminals on behalf of the state pursuant to Section 3770.21 of the ORC.

### **SECTION 3 IMPOSITION OF TAX.**

The income tax levied by the Village at a rate of one percent (1%) is levied on the Municipal Taxable Income of every person residing in and/or earning and/or receiving income in the Village.

#### **Individuals.**

(A) For residents of the Village, the income tax levied herein shall be on all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident. This is further detailed in the definition of income (Section 2 (C)(16)).

(B) For nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

(C) For residents and nonresidents, income can be reduced to "Municipal Taxable Income" as defined in Section 2 (C)(21). Exemptions which may apply are specified in Section 2 (C)(12).

#### **Refundable credit for Nonqualified Deferred Compensation Plan.**

(D)(1) As used in this division:

(a) "Nonqualified deferred compensation plan" means a compensation plan described in Section 3121(v)(2)(C) of the Internal Revenue Code.

(b) "Qualifying loss" means the amount of compensation attributable to a taxpayer's nonqualified deferred compensation plan, less the receipt of money and property attributable to distributions from the nonqualified deferred compensation plan. Full loss is sustained if no distribution of money and property is made by the nonqualified deferred compensation plan. The taxpayer sustains a qualifying loss only in the taxable year in which the taxpayer receives the final distribution of money and property pursuant to that nonqualified deferred compensation plan.

(c)(i) "Qualifying tax rate" means the applicable tax rate for the taxable year for the which the taxpayer paid income tax to the Village with respect to any portion of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan.

(ii) If different tax rates applied for different taxable years, then the "qualifying tax rate" is a weighted average of those different tax rates. The weighted average shall be based upon the tax paid to the Village each year with respect to the nonqualified deferred compensation plan.

(d) "Refundable credit" means the amount of the Village's income tax that was paid on the non-distributed portion, if any, of a nonqualified deferred compensation plan.

(2) If, in addition to the Village, a taxpayer has paid tax to other municipal corporations with respect to the nonqualified deferred compensation plan, the amount of the credit that a taxpayer may claim from each

municipal corporation shall be calculated on the basis of each municipal corporation's proportionate share of the total municipal corporation income tax paid by the taxpayer to all municipal corporations with respect to the nonqualified deferred compensation plan.

(3) In no case shall the amount of the credit allowed under this section exceed the cumulative income tax that a taxpayer has paid to the Village for all taxable years with respect to the nonqualified deferred compensation plan.

(4) The credit allowed under this division is allowed only to the extent the taxpayer's qualifying loss is attributable to:

(a) The insolvency or bankruptcy of the employer who had established the nonqualified deferred compensation plan; or

(b) The employee's failure or inability to satisfy all of the employer's terms and conditions necessary to receive the nonqualified deferred compensation.

**Domicile.**

(E)(1)(a) An individual is presumed to be domiciled in the Village for all or part of a taxable year if the individual was domiciled in the Village on the last day of the immediately preceding taxable year or if the Tax Administrator reasonably concludes that the individual is domiciled in the Village for all or part of the taxable year.

(b) An individual may rebut the presumption of domicile described in division (E)(1)(a) of this section if the individual establishes by a preponderance of the evidence that the individual was not domiciled in the Village for all or part of the taxable year.

(2) For the purpose of determining whether an individual is domiciled in the Village for all or part of a taxable year, factors that may be considered include, but are not limited to, the following:

(a) The individual's domicile in other taxable years;

(b) The location at which the individual is registered to vote;

(c) The address on the individual's driver's license;

(d) The location of real estate for which the individual claimed a property tax exemption or reduction allowed on the basis of the individual's residence or domicile;

(e) The location and value of abodes owned or leased by the individual;

(f) Declarations, written or oral, made by the individual regarding the individual's residency;

(g) The primary location at which the individual is employed.

(h) The location of educational institutions attended by the individual's dependents as defined in Section 152 of the Internal Revenue Code, to the extent that tuition paid to such educational institution is



based on the residency of the individual or the individual's spouse in the municipal corporation where the educational institution is located;

(i) The number of contact periods the individual has with the Village. For the purposes of this division, an individual has one "contact period" with the Village if the individual is away overnight from the individual's abode located outside of the Village and while away overnight from that abode spends at least some portion, however minimal, of each of two consecutive days in the Village.

(3) All additional applicable factors are provided in the Rules and Regulations.

**Businesses.**

(F) This division applies to any taxpayer engaged in a business or profession in the Village, unless the taxpayer is an individual who resides in the Village or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745. of the ORC.

(1) Except as otherwise provided in division (F)(2) of this section, net profit from a business or profession conducted both within and without the boundaries of the Village shall be considered as having a taxable situs in the Village for purposes of municipal income taxation in the same proportion as the average ratio of the following:

(a) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in the Village during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

(b) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services performed in the Village to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 4(C);

(c) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in the Village to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(2)(a) If the apportionment factors described in division (F)(1) of this section do not fairly represent the extent of a taxpayer's business activity in the Village, the taxpayer may request, or the Tax Administrator of the Village may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

(i) Separate accounting;

(ii) The exclusion of one or more of the factors;

(iii) The inclusion of one or more additional factors that would provide for a more fair apportionment of the income of the taxpayer to the municipal corporation;

(iv) A modification of one or more of the factors.

(b) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by Section 12 (A).

(c) The Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division (F)(2)(a) of this section, but only by issuing an assessment to the taxpayer within the period prescribed by Section 12 (A).

(d) Nothing in division (F)(2) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by the Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(3) As used in division (F)(1)(b) of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

(a) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

(i) The employer;

(ii) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;

(iii) A vendor, customer, client, or patient of a person described in (F)(3)(a)(ii) of this section, or a related member of such a vendor, customer, client, or patient.

(b) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

(c) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division (F)(3)(a) or (b) of this section solely in order to avoid or reduce the employer's municipal income tax liability. If the Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(4) For the purposes of division (F)(1)(c) of this section, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:

(a) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in the Village if, regardless of where title passes, the property meets any of the following criteria:

(i) The property is shipped to or delivered within the Village from a stock of goods located within the Village.

(ii) The property is delivered within the Village from a location outside the Village, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the Village and the sales result from such solicitation or promotion.

(iii) The property is shipped from a place within the Village to purchasers outside the municipal corporation, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.

(b) Gross receipts from the sale of services shall be situated to the Village to the extent that such services are performed in the Village.

(c) To the extent included in income, gross receipts from the sale of real property located in the Village shall be situated to the Village.

(d) To the extent included in income, gross receipts from rents and royalties from real property located in the Village shall be situated to the Village.

(e) Gross receipts from rents and royalties from tangible personal property shall be situated to the Village based upon the extent to which the tangible personal property is used in the Village.

(5) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual, or by a disregarded entity owned by the individual, shall be subject to the Village's tax only if the property generating the net profit is located in the Village or if the individual taxpayer that receives the net profit is a resident of the Village. The Village shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit situated under this division to the municipal corporation in which the property is located.

(6)(a) Commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be situated to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to the Village, if applicable, based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the Village to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(b) An individual who is a resident of the Village shall report the individual's net profit from all real estate activity on the individual's annual tax return for the Village. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such a credit is allowed under the Village's income tax ordinance. (7) When calculating the ratios described in division (F)(1) of this section for the purposes of that division or division (F)(2) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

(7) Intentionally left blank.

(8) Intentionally left blank.

#### **SECTION 4 COLLECTION AT SOURCE.**

##### **Withholding provisions.**

(A) Each employer, agent of an employer, or other payer located or doing business in the Village shall withhold an income tax from the qualifying wages earned and/or received by each employee in the Village. Except for qualifying wages for which withholding is not required under Section 3 or division (B)(4) or (6) of this section, the tax shall be withheld at the rate, specified in Section 3 of this Ordinance, of 1%. An employer, agent of an employer, or other payer shall deduct and withhold the tax from qualifying wages on the date that the employer, agent, or other payer directly, indirectly, or constructively pays the qualifying wages to, or credits the qualifying wages to the benefit of, the employee.

(B)(1) Except as provided in division (B)(2) of this section, an employer, agent of an employer, or other payer shall remit to the Tax Administrator of the Village the greater of the income taxes deducted and withheld or the income taxes required to be deducted and withheld by the employer, agent, or other payer according to the following schedule:

(a) Taxes required to be deducted and withheld shall be remitted monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld by the employer, agent, or other payer on behalf of the Village in the preceding calendar year exceeded \$2,399, or if the total amount of taxes deducted and withheld or required to be deducted and withheld on behalf of the Village in any month of the preceding calendar quarter exceeded \$200.

Payments under division (B)(1)(a) of this section shall be made to the Tax Administrator not later than 15 days after the last day of each month for which the tax was withheld.

(b) Any employer, agent of an employer, or other payer not required to make payments under division (B)(1)(a) of this section of taxes required to be deducted and withheld shall make quarterly payments to the Tax Administrator not later than the last day of the month following the last day of each calendar quarter.

(c) Intentionally left blank.

(2) If the employer, agent of an employer, or other payer is required to make payments electronically for the purpose of paying federal taxes withheld on payments to employees under Section 6302 of the Internal Revenue Code, 26 C.F.R. 31.6302-1, or any other federal statute or regulation, the payment shall be made by electronic funds transfer to the Tax Administrator of all taxes deducted and withheld on behalf of the Village. The payment of tax by electronic funds transfer under this division does not affect an employer's, agent's, or other payer's obligation to file any return as required under this section.

(3) An employer, agent of an employer, or other payer shall make and file a return showing the amount of tax withheld by the employer, agent, or other payer from the qualifying wages of each employee and remitted to the Tax Administrator. A return filed by an employer, agent, or other payer under this division shall be accepted by Tax Administrator and the Village as the return required of a non-resident employee whose sole income subject to the tax under this Ordinance is the qualifying wages reported by the employee's employer, agent of an employer, or other payer.

(4) An employer, agent of an employer, or other payer is not required to withhold the Village's income tax with respect to an individual's disqualifying disposition of an incentive stock option if, at the time of

the disqualifying disposition, the individual is not an employee of either the corporation with respect to whose stock the option has been issued or of such corporation's successor entity.

(5)(a) An employee is not relieved from liability for a tax by the failure of the employer, agent of an employer, or other payer to withhold the tax as required under this Ordinance or by the employer's, agent's, or other payer's exemption from the requirement to withhold the tax.

(b) The failure of an employer, agent of an employer, or other payer to remit to the Village the tax withheld relieves the employee from liability for that tax unless the employee colluded with the employer, agent, or other payer in connection with the failure to remit the tax withheld.

(6) Compensation deferred before June 26, 2003, is not subject to the Village's income tax or income tax withholding requirement to the extent the deferred compensation does not constitute qualifying wages at the time the deferred compensation is paid or distributed.

(7) Each employer, agent of an employer, or other payer required to withhold taxes is liable for the payment of that amount required to be withheld, whether or not such taxes have been withheld, and such amount shall be deemed to be held in trust for the Village until such time as the withheld amount is remitted to the Tax Administrator.

(8) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Administrator listing:

(a) The names, addresses, and social security numbers of all employees from whose qualifying wages tax was withheld or should have been withheld for the Village during the preceding calendar year;

(b) The amount of tax withheld, if any, from each such employee, the total amount of qualifying wages paid to such employee during the preceding calendar year;

(c) The name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year;

(d) Any other information required for federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee;

(e) Other information as may be required by the Tax Administrator.

(9) The officer or the employee of the employer, agent of an employer, or other payer with control or direct supervision of or charged with the responsibility for withholding the tax or filing the reports and making payments as required by this section, shall be personally liable for a failure to file a report or pay the tax due as required by this section. The dissolution of an employer, agent of an employer, or other payer does not discharge the officer's or employee's liability for a failure of the employer, agent of an employer, or other payer to file returns or pay any tax due.

(10) An employer is required to deduct and withhold the Village's income tax on tips and gratuities received by the employer's employees and constituting qualifying wages, but only to the extent that the tips and gratuities are under the employer's control. For the purposes of this division, a tip or gratuity is under the employer's control if the tip or gratuity is paid by the customer to the employer for subsequent remittance

to the employee, or if the customer pays the tip or gratuity by credit card, debit card, or other electronic means.

(11) The Tax Administrator shall consider any tax withheld by an employer at the request of an employee, when such tax is not otherwise required to be withheld by this Ordinance, to be tax required to be withheld and remitted for the purposes of this section

**Occasional Entrant - Withholding.**

(C)(1) As used in this division:

(a) "Employer" includes a person that is a related member to or of an employer.

(b) "Fixed location" means a permanent place of doing business in this state, such as an office, warehouse, storefront, or similar location owned or controlled by an employer.

(c) "Principal place of work" means the fixed location to which an employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location, "principal place of work" means the worksite location in this state to which the employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location or worksite location, "principal place of work" means the location in this state at which the employee spends the greatest number of days in a calendar year performing services for or on behalf of the employee's employer.

If there is not a single municipal corporation in which the employee spent the "greatest number of days in a calendar year" performing services for or on behalf of the employer, but instead there are two or more municipal corporations in which the employee spent an identical number of days that is greater than the number of days the employee spent in any other municipal corporation, the employer shall allocate any of the employee's qualifying wages subject to division (C)(2)(a)(i) of this section among those two or more municipal corporations. The allocation shall be made using any fair and reasonable method, including, but not limited to, an equal allocation among such municipal corporations or an allocation based upon the time spent or sales made by the employee in each such municipal corporation. A municipal corporation to which qualifying wages are allocated under this division shall be the employee's "principal place of work" with respect to those qualifying wages for the purposes of this section.

For the purposes of this division, the location at which an employee spends a particular day shall be determined in accordance with division (C)(2)(b) of this section, except that "location" shall be substituted for "municipal corporation" wherever "municipal corporation" appears in that division.

(d) "Professional athlete" means an athlete who performs services in a professional athletic event for wages or other remuneration.

(e) "Professional entertainer" means a person who performs services in the professional performing arts for wages or other remuneration on a per-event basis.

(f) "Public figure" means a person of prominence who performs services at discrete events, such as speeches, public appearances, or similar events, for wages or other remuneration on a per-event basis.

(g) "Worksite location" means a construction site or other temporary worksite in this state at which the employer provides services for more than 20 days during the calendar year. "Worksite location" does not include the home of an employee.

(2)(a) Subject to divisions (C)(3), (5), (6), and (7) of this section, an employer is not required to withhold the Village's income tax on qualifying wages paid to an employee for the performance of personal services in the Village if the employee performed such services in the Village on 20 or fewer days in a calendar year, unless one of the following conditions applies:

(i) The employee's principal place of work is located in the Village.

(ii) The employee performed services at one or more presumed worksite locations in the Village. For the purposes of this division, "presumed worksite location" means a construction site or other temporary worksite in the Village at which the employer provides or provided services that can reasonably be, or would have been, expected by the employer to last more than 20 days in a calendar year. Services can "reasonably be expected by the employer to last more than 20 days" if either of the following applies at the time the services commence:

(a) The nature of the services are such that it will require more than 20 days of the services to complete the services;

(b) The agreement between the employer and its customer to perform services at a location requires the employer to perform the services at the location for more than 20 days.

(iii) The employee is a resident of the Village and has requested that the employer withhold tax from the employee's qualifying wages as provided in Section 4.

(iv) The employee is a professional athlete, professional entertainer, or public figure, and the qualifying wages are paid for the performance of services in the employee's capacity as a professional athlete, professional entertainer, or public figure.

(b) For the purposes of division (C)(2)(a) of this section, an employee shall be considered to have spent a day performing services in the Village only if the employee spent more time performing services for or on behalf of the employer in the Village than in any other municipal corporation on that day. For the purposes of determining the amount of time an employee spent in a particular location, the time spent performing one or more of the following activities shall be considered to have been spent at the employee's principal place of work:

(i) Traveling to the location at which the employee will first perform services for the employer for the day;

(ii) Traveling from a location at which the employee was performing services for the employer to any other location;

(iii) Traveling from any location to another location in order to pick up or load, for the purpose of transportation or delivery, property that has been purchased, sold, assembled, fabricated, repaired, refurbished, processed, remanufactured, or improved by the employee's employer;

(iv) Transporting or delivering property described in division (C)(2)(b)(iii) of this section, provided that, upon delivery of the property, the employee does not temporarily or permanently affix the property to real estate owned, used, or controlled by a person other than the employee's employer;

(v) Traveling from the location at which the employee makes the employee's final delivery or pick-up for the day to either the employee's principal place of work or a location at which the employee will not perform services for the employer.

(3) If the principal place of work of an employee is located in another Ohio municipal corporation that imposes an income tax, the exception from withholding requirements described in division (C)(2)(a) of this section shall apply only if, with respect to the employee's qualifying wages described in that division, the employer withholds and remits tax on such qualifying wages to that municipal corporation.

(4)(a) Except as provided in division (C)(4)(b) of this section, if, during a calendar year, the number of days an employee spends performing personal services in the Village exceeds the 20-day threshold, the employer shall withhold and remit tax to the Village for any subsequent days in that calendar year on which the employer pays qualifying wages to the employee for personal services performed in the Village.

(b) An employer required to begin withholding tax for the Village under division (C)(4)(a) of this section may elect to withhold tax for the Village for the first 20 days on which the employer paid qualifying wages to the employee for personal services performed in the Village.

(5) If an employer's fixed location is the Village and the employer qualifies as a small employer as defined in Section 2, the employer shall withhold municipal income tax on all of the employee's qualifying wages for a taxable year and remit that tax only to the Village, regardless of the number of days which the employee worked outside the corporate boundaries of the Village.

To determine whether an employer qualifies as a small employer for a taxable year, the employer will be required to provide the Tax Administrator with the employer's federal income tax return for the preceding taxable year.

(6) Divisions (C)(2)(a) and (4) of this section shall not apply to the extent that a Tax Administrator and an employer enter into an agreement regarding the manner in which the employer shall comply with the requirements of Section 4.

## **SECTION 5 ANNUAL RETURN; FILING.**

(A) An annual Village income tax return shall be completed and filed by every individual taxpayer eighteen (18) years of age or older and any taxpayer that is not an individual for each taxable year for which the taxpayer is subject to the tax, whether or not a tax is due thereon.

(1) The Tax Administrator may accept on behalf of all nonresident individual taxpayers a return filed by an employer, agent of an employer, or other payer under Section 5 of this Ordinance when the nonresident individual taxpayer's sole income subject to the tax is the qualifying wages reported by the employer, agent of an employer, or other payer, and no additional tax is due the Village.

(2) Retirees having no Municipal Taxable Income for the Village income tax purposes may file with the Tax Administrator a written exemption from these filing requirements on a form prescribed by the Tax Administrator. The written exemption shall indicate the date of retirement and the entity from which retired. The exemption shall be in effect until such time as the retiree receives Municipal Taxable Income



taxable to the Village, at which time the retiree shall be required to comply with all applicable provisions of this Ordinance.

(B) If an individual is deceased, any return or notice required of that individual shall be completed and filed by that decedent's executor, administrator, or other person charged with the property of that decedent.

(C) If an individual is unable to complete and file a return or notice required by the Village, the return or notice required of that individual shall be completed and filed by the individual's duly authorized agent, guardian, conservator, fiduciary, or other person charged with the care of the person or property of that individual.

(D) Returns or notices required of an estate or a trust shall be completed and filed by the fiduciary of the estate or trust.

(E) The Village shall permit spouses to file a joint return.

(F)(1) Each return required to be filed under this division shall contain the signature of the taxpayer or the taxpayer's duly authorized agent and of the person who prepared the return for the taxpayer. The return shall include the taxpayer's social security number or taxpayer identification number. Each return shall be verified by a declaration under penalty of perjury.

(2) The Tax Administrator shall require a taxpayer who is an individual to include, with each annual return, and amended return, copies of the following documents: all of the taxpayer's Internal Revenue Service form W-2, "Wage and Tax Statements," including all information reported on the taxpayer's federal W-2, as well as taxable wages reported or withheld for any municipal corporation; the taxpayer's Internal Revenue Service form 1040 or, in the case of a return or request required by a qualified municipal corporation, Ohio form IT-1040; and, with respect to an amended tax return, any other documentation necessary to support the adjustments made in the amended return. An individual taxpayer who files the annual return required by this section electronically is not required to provide paper copies of any of the foregoing to the Tax Administrator unless the Tax Administrator requests such copies after the return has been filed.

(3) The Tax Administrator may require a taxpayer that is not an individual to include, with each annual net profit return, amended net profit return, or request for refund required under this section, copies of only the following documents: the taxpayer's Internal Revenue Service form 1041, form 1065, form 1120, form 1120-REIT, form 1120F, or form 1120S, and, with respect to an amended tax return or refund request, any other documentation necessary to support the refund request or the adjustments made in the amended return.

A taxpayer that is not an individual and that files an annual net profit return electronically through the Ohio Business Gateway or in some other manner shall either mail the documents required under this division to the Tax Administrator at the time of filing or, if electronic submission is available, submit the documents electronically through the Ohio Business Gateway.

(4) After a taxpayer files a tax return, the Tax Administrator may request, and the taxpayer shall provide, any information, statements, or documents required by the Village to determine and verify the taxpayer's municipal income tax liability. The requirements imposed under division (F) of this section apply regardless of whether the taxpayer files on a generic form or on a form prescribed by the Tax Administrator.

(G)(1)(a) Except as otherwise provided in this Ordinance, each individual income tax return required to be filed under this section shall be completed and filed as required by the Tax Administrator on or before the

date prescribed for the filing of state individual income tax returns under division (G) of Section 5747.08 of the ORC. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the Village. No remittance is required if the net amount due is ten dollars or less.

(b) Except as otherwise provided in this Ordinance, each annual net profit return required to be filed under this section by a taxpayer that is not an individual shall be completed and filed as required by the Tax Administrator on or before the fifteenth (15<sup>th</sup>) day of the fourth month following the end of the taxpayer's taxable year. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the Village. No remittance is required if the net amount due is ten dollars or less.

(2) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of the Village's income tax return. The extended due date of the Village's income tax return shall be the 15th day of the tenth month after the last day of the taxable year to which the return relates. An extension of time to file under this division is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(a) A copy of the federal extension request shall be included with the filing of the Village's income tax return.

(b) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may submit a written request that the Tax Administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's Village income tax return. If the request is received by the Tax Administrator on or before the date the Village income tax return is due, the Tax Administrator shall grant the taxpayer's requested extension.

(3) If the tax commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of Section 5747.08 of the ORC, a taxpayer shall automatically receive an extension for the filing of a the Village's income tax return. The extended due date of the Village's income tax return shall be the same as the extended due date of the state income tax return.

(4) If the Tax Administrator considers it necessary in order to ensure the payment of the tax imposed by the Village, the Tax Administrator may require taxpayers to file returns and make payments otherwise than as provided in this division, including taxpayers not otherwise required to file annual returns.

(5) To the extent that any provision in this division (G) of this section conflicts with any provision in divisions (N), (O), (P), or (Q) of this section, the provisions in divisions (N), (O), (P), or (Q) prevail.

(H)(1) For taxable years beginning after 2015, the Village shall not require a taxpayer to remit tax with respect to net profits if the net amount due is ten dollars or less.

(2) Any taxpayer not required to remit tax to the Village for a taxable year pursuant to division (H)(1) of this section shall file with the Village an annual net profit return under division (F)(3) of this section, unless the provisions of division (H)(3) apply.

(3)(a) A person may notify the Tax Administrator that the person does not expect to be a taxpayer subject to the Village's income tax ordinance for a taxable year if both the following apply:

(i) The person was required to file a tax return with the Village for the immediately preceding taxable year because the person performed services at a worksite location (as defined in Section 4(C)(1)(g)) within the Village.

(ii) The person no longer provides services in the Village and does not expect to be subject to the Village's income tax for the taxable year.

(b) The person shall provide the notice in a signed affidavit that briefly explains the person's circumstances, including the location of the previous worksite location and the last date on which the person performed services or made any sales within the Village. The affidavit shall also include the following statement: "The affiant has no plans to perform any services within the Village, make any sales in the Village, or otherwise become subject to the tax levied by the Village during the taxable year. If the affiant does become subject to the tax levied by the Village for the taxable year, the affiant agrees to be considered a taxpayer and to properly comply as a taxpayer with the Village's income tax ordinance and rules and regulations." The person shall sign the affidavit under penalty of perjury.

(c) If a person submits an affidavit described in division (H)(3)(b) the Tax Administrator shall not require the person to file a tax return for the taxable year unless the Tax Administrator possesses information that conflicts with the affidavit or if the circumstances described in the affidavit change.

(d) Nothing in division (H)(3) of this section prohibits the Tax Administrator from performing an audit of the person.

(I) If a payment under this chapter is made by electronic funds transfer, the payment shall be considered to be made on the date of the timestamp assigned by the first electronic system receiving that payment.

(J) Taxes withheld for the Village by an employer, the agent of an employer, or other payer as described in Section 4 shall be allowed to the taxpayer as credits against payment of the tax imposed on the taxpayer by the Village, unless the amounts withheld were not remitted to the Village and the recipient colluded with the employer, agent, or other payer in connection with the failure to remit the amounts withheld.

(K) Each return required by the Village to be filed in accordance with this division shall include a box that the taxpayer may check to authorize another person, including a tax return preparer who prepared the return, to communicate with the Tax Administrator about matters pertaining to the return.

(L) The Tax Administrator shall accept for filing a generic form of any income tax return, report, or document required by the Village, provided that the generic form, once completed and filed, contains all of the information required by ordinance, resolution, or rules and regulations adopted by the Village or the Tax Administrator, and provided that the taxpayer or tax return preparer filing the generic form otherwise complies with the provisions of this Ordinance and of the Village's ordinance, resolution, or rules and regulations governing the filing of returns, reports, or documents.

**Filing via Ohio Business Gateway.**

(M)(1) Any taxpayer subject to municipal income taxation with respect to the taxpayer's net profit from a business or profession may file the Village's income tax return, estimated municipal income tax return, or extension for filing a municipal income tax return, and may make payment of amounts shown to be due on such returns, by using the Ohio Business Gateway.

(2) Any employer, agent of an employer, or other payer may report the amount of municipal income tax withheld from qualifying wages, and may make remittance of such amounts, by using the Ohio Business Gateway.

(3) Nothing in this section affects the due dates for filing employer withholding tax returns.

**Extension for service in or for the armed forces.**

(N) Each member of the national guard of any state and each member of a reserve component of the armed forces of the United States called to active duty pursuant to an executive order issued by the president of the United States or an act of the congress of the United States, and each civilian serving as support personnel in a combat zone or contingency operation in support of the armed forces, may apply to the Tax Administrator of the Village for both an extension of time for filing of the return and an extension of time for payment of taxes required by the Village during the period of the member's or civilian's duty service, and for 180 days thereafter. The application shall be filed on or before the one hundred eightieth day after the member's or civilian's duty terminates. An applicant shall provide such evidence as the Tax Administrator considers necessary to demonstrate eligibility for the extension.

(O)(1) If the Tax Administrator ascertains that an applicant is qualified for an extension under this section, the Tax Administrator shall enter into a contract with the applicant for the payment of the tax in installments that begin on the 181st day after the applicant's active duty or service terminates. The Tax Administrator may prescribe such contract terms as the Tax Administrator considers appropriate. However, taxes pursuant to a contract entered into under this division are not delinquent, and the Tax Administrator shall not require any payments of penalties or interest in connection with those taxes for the extension period.

(2) If the Tax Administrator determines that an applicant is qualified for an extension under this section, the applicant shall neither be required to file any return, report, or other tax document nor be required to pay any tax otherwise due to the municipal corporation before the 181st day after the applicant's active duty or service terminates.

(3) Taxes paid pursuant to a contract entered into under (O)(1) of this division are not delinquent. The Tax Administrator shall not require any payments of penalties or interest in connection with those taxes for the extension period.

(P)(1) Nothing in this division denies to any person described in this division the application of divisions (N) and (O) of this section.

(2)(a) A qualifying taxpayer who is eligible for an extension under the Internal Revenue Code shall receive both an extension of time in which to file any return, report, or other tax document and an extension of time in which to make any payment of taxes required by a municipal corporation in accordance with this Ordinance. The length of any extension granted under division (P)(2)(a) of this section shall be equal to the length of the corresponding extension that the taxpayer receives under the Internal Revenue Code. As used in this division, "qualifying taxpayer" means a member of the national guard or a member of a reserve component of the armed forces of the United States called to active duty pursuant to either an executive order issued by the president of the United States or an act of the congress of the United States, or a civilian serving as support personnel in a combat zone or contingency operation in support of the armed forces.

(b) Taxes whose payment is extended in accordance with division (P)(2)(a) of this section are not delinquent during the extension period. Such taxes become delinquent on the first day after the expiration of the extension period if the taxes are not paid prior to that date. The Tax Administrator shall not require

any payment of penalties or interest in connection with those taxes for the extension period. The Tax Administrator shall not include any period of extension granted under division (C)(2)(a) of this section in calculating the penalty or interest due on any unpaid tax.

(Q) For each taxable year to which division (N), (O), or (P) of this section applies to a taxpayer, the provisions of divisions (O)(2) and (3) of this section, as applicable, apply to the spouse of that taxpayer if the filing status of the spouse and the taxpayer is married filing jointly for that year.

**Consolidated municipal income tax return.**

(R) As used in this section:

(1) "Affiliated group of corporations" means an affiliated group as defined in Section 1504 of the Internal Revenue Code, except that, if such a group includes at least one incumbent local exchange carrier that is primarily engaged in the business of providing local exchange telephone service in this state, the affiliated group shall not include any incumbent local exchange carrier that would otherwise be included in the group.

(2) "Consolidated federal income tax return" means a consolidated return filed for federal income tax purposes pursuant to Section 1501 of the Internal Revenue Code.

(3) "Consolidated federal taxable income" means the consolidated taxable income of an affiliated group of corporations, as computed for the purposes of filing a consolidated federal income tax return, before consideration of net operating losses or special deductions. "Consolidated federal taxable income" does not include income or loss of an incumbent local exchange carrier that is excluded from the affiliated group under division (R)(1) of this section.

(4) "Incumbent local exchange carrier" has the same meaning as in Section 4927.01 of the ORC.

(5) "Local exchange telephone service" has the same meaning as in Section 5727.01 of the ORC.

(S)(1) For taxable years beginning on or after January 1, 2016, a taxpayer that is a member of an affiliated group of corporations may elect to file a consolidated municipal income tax return for a taxable year if at least one member of the affiliated group of corporations is subject to the Village's income tax in that taxable year, and if the affiliated group of corporations filed a consolidated federal income tax return with respect to that taxable year. The election is binding for a five-year period beginning with the first taxable year of the initial election unless a change in the reporting method is required under federal law. The election continues to be binding for each subsequent five-year period unless the taxpayer elects to discontinue filing consolidated municipal income tax returns under division (S)(2) of this section or a taxpayer receives permission from the Tax Administrator. The Tax Administrator shall approve such a request for good cause shown.

(2) An election to discontinue filing consolidated municipal income tax returns under this section must be made in the first year following the last year of a five-year consolidated municipal income tax return election period in effect under division (S)(1) of this section. The election to discontinue filing a consolidated municipal income tax return is binding for a five-year period beginning with the first taxable year of the election.

(3) An election made under division (S)(1) or (2) of this section is binding on all members of the affiliated group of corporations subject to a municipal income tax.

(T) A taxpayer that is a member of an affiliated group of corporations that filed a consolidated federal income tax return for a taxable year shall file a consolidated the Village income tax return for that taxable year if the Tax Administrator determines, by a preponderance of the evidence, that intercompany transactions have not been conducted at arm's length and that there has been a distortive shifting of income or expenses with regard to allocation of net profits to the Village. A taxpayer that is required to file a consolidated the Village income tax return for a taxable year shall file a consolidated the Village income tax return for all subsequent taxable years, unless the taxpayer requests and receives written permission from the Tax Administrator to file a separate return or a taxpayer has experienced a change in circumstances.

(U) A taxpayer shall prepare a consolidated the Village income tax return in the same manner as is required under the United States department of treasury regulations that prescribe procedures for the preparation of the consolidated federal income tax return required to be filed by the common parent of the affiliated group of which the taxpayer is a member.

(V)(1) Except as otherwise provided in divisions (V)(2), (3), and (4) of this section, corporations that file a consolidated municipal income tax return shall compute adjusted federal taxable income, as defined in Section 2, by substituting "consolidated federal taxable income" for "federal taxable income" wherever "federal taxable income" appears in that division and by substituting "an affiliated group of corporation's" for "a C corporation's" wherever "a C corporation's" appears in that division.

(2) No corporation filing a consolidated the Village's income tax return shall make any adjustment otherwise required under Section (2)(C)(1) to the extent that the item of income or deduction otherwise subject to the adjustment has been eliminated or consolidated in the computation of consolidated federal taxable income.

(3) If the net profit or loss of a pass-through entity having at least eighty percent (80%) of the value of its ownership interest owned or controlled, directly or indirectly, by an affiliated group of corporations is included in that affiliated group's consolidated federal taxable income for a taxable year, the corporation filing a consolidated the Village's income tax return shall do one of the following with respect to that pass-through entity's net profit or loss for that taxable year:

(a) Exclude the pass-through entity's net profit or loss from the consolidated federal taxable income of the affiliated group and, for the purpose of making the computations required in divisions (R) through (Y) of Section 5, exclude the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to the Village. If the entity's net profit or loss is so excluded, the entity shall be subject to taxation as a separate taxpayer on the basis of the entity's net profits that would otherwise be included in the consolidated federal taxable income of the affiliated group.

(b) Include the pass-through entity's net profit or loss in the consolidated federal taxable income of the affiliated group and, for the purpose of making the computations required in divisions (R) through (Y) of Section 5, include the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to the Village. If the entity's net profit or loss is so included, the entity shall not be subject to taxation as a separate taxpayer on the basis of the entity's net profits that are included in the consolidated federal taxable income of the affiliated group.

(4) If the net profit or loss of a pass-through entity having less than eighty percent of the value of its ownership interest owned or controlled, directly or indirectly, by an affiliated group of corporations is included in that affiliated group's consolidated federal taxable income for a taxable year, all of the following shall apply:

(a) The corporation filing the consolidated municipal income tax return shall exclude the pass-through entity's net profit or loss from the consolidated federal taxable income of the affiliated group and, for the purposes of making the computations required in divisions (R) through (Y) of Section 5, exclude the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to the Village;

(b) The pass-through entity shall be subject to the Village income taxation as a separate taxpayer in accordance with this Ordinance on the basis of the entity's net profits that would otherwise be included in the consolidated federal taxable income of the affiliated group.

(W) Corporations filing a consolidated the Village income tax return shall make the computations required under divisions (R) through (Y) of Section 5 by substituting "consolidated federal taxable income attributable to" for "net profit from" wherever "net profit from" appears in that section and by substituting "affiliated group of corporations" for "taxpayer" wherever "taxpayer" appears in that section.

(X) Each corporation filing a consolidated the Village income tax return is jointly and severally liable for any tax, interest, penalties, fines, charges, or other amounts imposed by the Village in accordance with this Ordinance on the corporation, an affiliated group of which the corporation is a member for any portion of the taxable year, or any one or more members of such an affiliated group.

(Y) Corporations and their affiliates that made an election or entered into an agreement with the Village before January 1, 2016, to file a consolidated or combined tax return with the Village may continue to file consolidated or combined tax returns in accordance with such election or agreement for taxable years beginning on and after January 1, 2016.

## **SECTION 6 CREDIT FOR TAX PAID TO OTHER MUNICIPALITIES AND/OR INDIANA COUNTIES.**

(A) Every individual taxpayer domiciled in the Village who is required to and does pay, or has acknowledged liability for, a municipal tax to another municipality and/or county tax of a county located in the State of Indiana on or measured by the same income, qualifying wages, commissions, net profits or other compensation taxable under this Ordinance, may claim a nonrefundable credit against the tax imposed by this Ordinance upon satisfactory evidence that tax has been paid to another municipality and/or county located in the State of Indiana. Subject to division (C) of this section, the credit shall not exceed 50% of the amount obtained by multiplying the income, qualifying wages, commissions, net profits or other compensation subject to tax in the other municipality or Indiana county by the LOWER of the tax rate in such other municipality / Indiana county OR the tax rate imposed under this Ordinance.

(B) The Village shall grant a credit against its tax on income to a resident of the Village who works in a joint economic development zone created under Section 715.691 or a joint economic development district created under Section 715.70, 715.71, or 715.72 of the ORC to the same extent that it grants a credit against its tax on income to its residents who are employed in another municipal corporation.

(C) If the amount of tax withheld or paid to the other municipality is less than the amount of tax required to be withheld or paid to the other municipality, then for purposes of division (A) of this section, "the income, qualifying wages, commissions, net profits or other compensation" subject to tax in the other municipality shall be limited to the amount computed by dividing the tax withheld or paid to the other municipality by the tax rate for that municipality.

(D) The Village shall grant a credit against its tax on income to a resident of the Village, who works in a county in the State of Indiana that imposes an income tax, to the same extent that it grants a credit against its tax on income to its residents who are employed in a municipal corporation.

## **SECTION 7 ESTIMATED TAXES.**

(A) As used in this section:

(1) "Estimated taxes" means the amount that the taxpayer reasonably estimates to be the taxpayer's tax liability for the Village's income tax for the current taxable year.

(2) "Tax liability" means the total taxes due to the Village for the taxable year, after allowing any credit to which the taxpayer is entitled, and after applying any estimated tax payment, withholding payment, or credit from another taxable year.

(B)(1) Every taxpayer shall make a declaration of estimated taxes for the current taxable year, on the form prescribed by the Tax Administrator, if the amount payable as estimated taxes is at least \$200. For the purposes of this section:

(a) Taxes withheld for the Village from qualifying wages shall be considered as paid to the Village in equal amounts on each payment date unless the taxpayer establishes the dates on which all amounts were actually withheld, in which case they shall be considered as paid on the dates on which the amounts were actually withheld.

(b) An overpayment of tax applied as a credit to a subsequent taxable year is deemed to be paid on the date of the postmark stamped on the cover in which the payment is mailed or, if the payment is made by electronic funds transfer, the date the payment is submitted. As used in this division, "date of the postmark" means, in the event there is more than one date on the cover, the earliest date imprinted on the cover by the postal service.

(2) Taxpayers filing joint returns shall file joint declarations of estimated taxes. A taxpayer may amend a declaration under rules prescribed by the Tax Administrator. A taxpayer having a taxable year of less than twelve months shall make a declaration under rules prescribed by the Tax Administrator.

(3) The declaration of estimated taxes shall be filed on or before the date prescribed for the filing of municipal income tax returns under division (G) of Section 5 or on or before the fifteenth (15<sup>th</sup>) day of the fourth month after the taxpayer becomes subject to tax for the first time.

(4) Taxpayers reporting on a fiscal year basis shall file a declaration on or before the fifteenth (15<sup>th</sup>) day of the fourth month after the beginning of each fiscal year or period.

(5) The original declaration or any subsequent amendment may be increased or decreased on or before any subsequent quarterly payment day as provided in this section.

(C)(1) The required portion of the tax liability for the taxable year that shall be paid through estimated taxes made payable to the Village, including the application of tax refunds to estimated taxes and withholding on or before the applicable payment date, shall be as follows:



(a) On or before the fifteenth (15<sup>th</sup>) day of the fourth month after the beginning of the taxable year, twenty-two and one-half (22.5) percent of the tax liability for the taxable year;

(b) On or before the fifteenth (15<sup>th</sup>) day of the sixth month after the beginning of the taxable year, forty-five (45) percent of the tax liability for the taxable year;

(c) On or before the fifteenth (15<sup>th</sup>) day of the ninth month after the beginning of the taxable year, sixty-seven and one-half (67.5) percent of the tax liability for the taxable year;

(d) For an individual, on or before the fifteenth (15<sup>th</sup>) day of the first month of the following taxable year, ninety percent (90%) of the tax liability for the taxable year. For a person other than an individual, on or before the fifteenth (15<sup>th</sup>) day of the twelfth month of the taxable year, ninety percent (90%) of the tax liability for the taxable year.

(2) When an amended declaration has been filed, the unpaid balance shown due on the amended declaration shall be paid in equal installments on or before the remaining payment dates.

(3) On or before the fifteenth (15<sup>th</sup>) day of the fourth month of the year following that for which the declaration or amended declaration was filed, an annual return shall be filed and any balance which may be due shall be paid with the return in accordance with Section 718.05.

(D)(1) In the case of any underpayment of any portion of a tax liability, penalty and interest may be imposed pursuant to Section 18 upon the amount of underpayment for the period of underpayment, unless the underpayment is due to reasonable cause as described in division (E) of this section. The amount of the underpayment shall be determined as follows:

(a) For the first payment of estimated taxes each year, twenty-two and one-half percent (22.5%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(b) For the second payment of estimated taxes each year, forty-five percent (45%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(c) For the third payment of estimated taxes each year, sixty-seven and one-half percent (67.5%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(d) For the fourth payment of estimated taxes each year, ninety percent (90%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment.

(2) The period of the underpayment shall run from the day the estimated payment was required to be made to the date on which the payment is made. For purposes of this section, a payment of estimated taxes on or before any payment date shall be considered a payment of any previous underpayment only to the extent the payment of estimated taxes exceeds the amount of the payment presently required to be paid to avoid any penalty.

(E) An underpayment of any portion of tax liability determined under division (D) of this section shall be due to reasonable cause and the penalty imposed by this section shall not be added to the taxes for the taxable year if any of the following apply:

(1) The amount of estimated taxes that were paid equals at least ninety percent (90%) of the tax liability for the current taxable year, determined by annualizing the income received during the year up to the end of the month immediately preceding the month in which the payment is due.

(2) The amount of estimated taxes that were paid equals at least one hundred percent of the tax liability shown on the return of the taxpayer for the preceding taxable year, provided that the immediately preceding taxable year reflected a period of twelve months and the taxpayer filed a return with the Village under Section 5 for that year.

(3) The taxpayer is an individual who resides in the Village but was not domiciled there on the first day of January of the calendar year that includes the first day of the taxable year.

#### **SECTION 8    ROUNDING OF AMOUNTS.**

A person may round to the nearest whole dollar all amounts the person is required to enter on any return, report, voucher, or other document required under this Ordinance. Any fractional part of a dollar that equals or exceeds fifty cents shall be rounded to the next whole dollar, and any fractional part of a dollar that is less than fifty cents shall be dropped. If a person chooses to round amounts entered on a document, the person shall round all amounts entered on the document.

#### **SECTION 9    REQUESTS FOR REFUNDS.**

(A) As used in this section, "withholding tax" has the same meaning as in Section 18.

(B) Upon receipt of a request for a refund, the Tax Administrator, in accordance with this section, shall refund to employers, agents of employers, other payers, or taxpayers, with respect to any income or withholding tax levied by the municipal corporation:

(1) Overpayments of more than ten dollars or more;

(2) Amounts paid erroneously if the refund requested exceeds ten dollars or more.

(C)(1) Except as otherwise provided in this Ordinance, requests for refund shall be filed with the Tax Administrator, on the form prescribed by the Tax Administrator within three years after the tax was due or paid, whichever is later. The Tax Administrator may require the requestor to file with the request any documentation that substantiates the requestor's claim for a refund.

(2) On filing of the refund request, the Tax Administrator shall determine the amount of refund due and certify such amount to the appropriate municipal corporation official for payment. Except as provided in division (C)(3) of this section, the administrator shall issue an assessment to any taxpayer whose request for refund is fully or partially denied. The assessment shall state the amount of the refund that was denied, the reasons for the denial, and instructions for appealing the assessment.

(3) If a Tax Administrator denies in whole or in part a refund request included within the taxpayer's originally filed annual income tax return, the Tax Administrator shall notify the taxpayer, in writing, of the amount of the refund that was denied, the reasons for the denial, and instructions for requesting an assessment that may be appealed under Section 21.

(D) A request for a refund that is received after the last day for filing specified in division (C) of this section shall be considered to have been filed in a timely manner if any of the following situations exist:

(1) The request is delivered by the postal service, and the earliest postal service postmark on the cover in which the request is enclosed is not later than the last day for filing the request.

(2) The request is delivered by the postal service, the only postmark on the cover in which the request is enclosed was affixed by a private postal meter, the date of that postmark is not later than the last day for filing the request, and the request is received within seven days of such last day.

(3) The request is delivered by the postal service, no postmark date was affixed to the cover in which the request is enclosed or the date of the postmark so affixed is not legible, and the request is received within seven days of the last day for making the request.

(E) Interest shall be allowed and paid on any overpayment by a taxpayer of any municipal income tax obligation from the date of the overpayment until the date of the refund of the overpayment, except that if any overpayment is refunded within 90 days after the final filing date of the annual return or 90 days after the completed return is filed, whichever is later, no interest shall be allowed on the refund. For the purpose of computing the payment of interest on amounts overpaid, no amount of tax for any taxable year shall be considered to have been paid before the date on which the return on which the tax is reported is due, without regard to any extension of time for filing that return. Interest shall be paid at the interest rate described in Section 18 (A)(4).

#### **SECTION 10 SECOND MUNICIPALITY IMPOSING TAX AFTER TIME PERIOD ALLOWED FOR REFUND.**

(A) Income tax that has been deposited with the Village, but should have been deposited with another municipality, is allowable by the Village as a refund but is subject to the three-year limitation on refunds.

(B) Income tax that was deposited with another municipality but should have been deposited with the Village is subject to recovery by the Village. If the Village's tax on that income is imposed after the time period allowed for a refund of the tax or withholding paid to the other municipality, the Village shall allow a nonrefundable credit against the tax or withholding the Village claims is due with respect to such income or wages, equal to the tax or withholding paid to the first municipality with respect to such income or wages.

(C) If the Village's tax rate is less than the tax rate in the other municipality, then the nonrefundable credit shall be calculated using the Village's tax rate. However, if the Village's tax rate is greater than the tax rate in the other municipality, the tax due in excess of the nonrefundable credit is to be paid to the Village, along with any penalty and interest that accrued during the period of nonpayment.

(D) Nothing in this section permits any credit carryforward.

#### **SECTION 11 AMENDED RETURNS.**

(A)(1) If a taxpayer's tax liability shown on the annual tax return for the Village changes as a result of an adjustment to the taxpayer's federal or state income tax return, the taxpayer shall file an amended return with the Village. The amended return shall be filed on a form required by the Tax Administrator.

(2) If a taxpayer intends to file an amended consolidated municipal income tax return, or to amend its type of return from a separate return to a consolidated return, based on the taxpayer's consolidated federal income tax return, the taxpayer shall notify the Tax Administrator before filing the amended return.

(B)(1) In the case of an underpayment, the amended return shall be accompanied by payment of any combined additional tax due, together with any penalty and interest thereon. If the combined tax shown to be due is ten dollars or less, no payment need be made. The amended return shall reopen those facts, figures, computations, or attachments from a previously filed return that are not affected, either directly or indirectly, by the adjustment to the taxpayer's federal or state income tax return only:

(i) to determine the amount of tax that would be due if all facts, figures, computations, and attachments were reopened; or,

(ii) if the applicable statute of limitations for civil actions or prosecutions under Section 12 has not expired for a previously filed return.

(2) The additional tax to be paid shall not exceed the amount of tax that would be due if all facts, figures, computations, and attachments were reopened; i.e., the payment shall be the lesser of the two amounts.

(C)(1) In the case of an overpayment, a request for refund may be filed under this division within the period prescribed by division (E) of Section 12 for filing the amended return, even if it is filed beyond the period prescribed in that division if it otherwise conforms to the requirements of that division. If the amount of the refund is less than ten dollars, no refund need be paid by the Village. A request filed under this division shall claim refund of overpayments resulting from alterations only to those facts, figures, computations, or attachments required in the taxpayer's annual return that are affected, either directly or indirectly, by the adjustment to the taxpayer's federal or state income tax return, unless it is also filed within the time prescribed in Section 9.

(2) The amount to be refunded shall not exceed the amount of refund that would be due if all facts, figures, computations, and attachments were reopened. All facts, figures, computations, and attachments may be reopened to determine the refund amount due by inclusion of all facts, figures, computations, and attachments.

(D) Within 60 days after the final determination of any federal or state tax liability affecting the taxpayer's the Village's tax liability, that taxpayer shall make and file an amended the Village return showing income subject to the Village income tax based upon such final determination of federal or state tax liability. The taxpayer shall pay any additional the Village income tax shown due thereon or make a claim for refund of any overpayment, unless the tax or overpayment is less than ten dollars.

## **SECTION 12 LIMITATIONS.**

(A)(1)(a) Civil actions to recover municipal income taxes and penalties and interest on municipal income taxes shall be brought within the later of:

(i) Three years after the tax was due or the return was filed, whichever is later; or

(ii) One year after the conclusion of the qualifying deferral period, if any.

(b) The time limit described in division (A)(1)(a) of this section may be extended at any time if both the Tax Administrator and the employer, agent of the employer, other payer, or taxpayer consent in writing

to the extension. Any extension shall also extend for the same period of time the time limit described in division (C) of this section.

(2) As used in this section, "qualifying deferral period" means a period of time beginning and ending as follows:

(a) Beginning on the date a person who is aggrieved by an assessment files with the Board of Tax Review the request described in Section 21. That date shall not be affected by any subsequent decision, finding, or holding by any administrative body or court that the Board of Tax Review did not have jurisdiction to affirm, reverse, or modify the assessment or any part of that assessment.

(b) Ending the later of the sixtieth day after the date on which the final determination of the Board of Tax Review becomes final or, if any party appeals from the determination of the ~~local~~ board of Tax Review, the sixtieth day after the date on which the final determination of the Board of Tax Review is either ultimately affirmed in whole or in part or ultimately reversed and no further appeal of either that affirmation, in whole or in part, or that reversal is available or taken.

(B) Prosecutions for an offense made punishable under a resolution or ordinance imposing an income tax shall be commenced within three years after the commission of the offense, provided that in the case of fraud, failure to file a return, or the omission of twenty-five percent (25%) or more of income required to be reported, prosecutions may be commenced within six years after the commission of the offense.

(C) A claim for a refund of municipal income taxes shall be brought within the time limitation provided in Section 9.

(D)(1) Notwithstanding the fact that an appeal is pending, the petitioner may pay all or a portion of the assessment that is the subject of the appeal. The acceptance of a payment by the Village does not prejudice any claim for refund upon final determination of the appeal.

(2) If upon final determination of the appeal an error in the assessment is corrected by the Tax Administrator, upon an appeal so filed or pursuant to a final determination of the Board of Tax Review, of the Ohio board of tax appeals, or any court to which the decision of the Ohio board of tax appeals has been appealed, so that the resultant amount due is less than the amount paid, a refund will be paid in the amount of the overpayment as provided by Section 9, with interest on that amount as provided by division (E) of Section 9.

(E) No civil action to recover the Village income tax or related penalties or interest shall be brought during either of the following time periods:

(1) The period during which a taxpayer has a right to appeal the imposition of that tax or interest or those penalties;

(2) The period during which an appeal related to the imposition of that tax or interest or those penalties is pending.

## **SECTION 13 AUDITS.**

(A) At or before the commencement of an audit, the Tax Administrator shall provide to the taxpayer a written description of the roles of the Tax Administrator and of the taxpayer during the audit and a statement of the taxpayer's rights, including any right to obtain a refund of an overpayment of a tax. At or before the commencement of an audit, the Tax Administrator shall inform the taxpayer when the audit is considered to have commenced.

(B) Except in cases involving suspected criminal activity, the Tax Administrator shall conduct an audit of a taxpayer during regular business hours and after providing reasonable notice to the taxpayer. A taxpayer who is unable to comply with a proposed time for an audit on the grounds that the proposed time would cause inconvenience or hardship must offer reasonable alternative dates for the audit.

(C) At all stages of an audit by the Tax Administrator, a taxpayer is entitled to be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner. The Tax Administrator shall prescribe a form by which a taxpayer may designate such a person to assist or represent the taxpayer in the conduct of any proceedings resulting from actions by the Tax Administrator. If a taxpayer has not submitted such a form, the Tax Administrator may accept other evidence, as the Tax Administrator considers appropriate, that a person is the authorized representative of a taxpayer.

A taxpayer may refuse to answer any questions asked by the person conducting an audit until the taxpayer has an opportunity to consult with the taxpayer's attorney, accountant, bookkeeper, or other tax practitioner.

This division does not authorize the practice of law by a person who is not an attorney.

(D) A taxpayer may record, electronically or otherwise, the audit examination.

(E) The failure of the Tax Administrator to comply with a provision of this section shall neither excuse a taxpayer from payment of any taxes owed by the taxpayer nor cure any procedural defect in a taxpayer's case.

(F) If the Tax Administrator fails to substantially comply with the provisions of this section, the Tax Administrator, upon application by the taxpayer, shall excuse the taxpayer from penalties and interest

## **SECTION 14 SERVICE OF ASSESSMENT.**

(A) As used in this section:

(1) "Last known address" means the address the Tax Administrator has at the time a document is originally sent by certified mail, or any address the Tax Administrator can ascertain using reasonable means such as the use of a change of address service offered by the postal service or an authorized delivery service under Section 5703.056 of the ORC.

(2) "Undeliverable address" means an address to which the postal service or an authorized delivery service under Section 5703.056 of the ORC is not able to deliver an assessment of the Tax Administrator, except when the reason for non-delivery is because the addressee fails to acknowledge or accept the assessment.

(B) Subject to division (C) of this section, a copy of each assessment shall be served upon the person affected thereby either by personal service, by certified mail, or by a delivery service authorized under Section 5703.056 of the ORC. With the permission of the person affected by an assessment, the Tax Administrator may deliver the assessment through alternative means as provided in this section, including, but not limited to, delivery by secure electronic mail.

(C)(1)(a) If certified mail is returned because of an undeliverable address, a Tax Administrator shall utilize reasonable means to ascertain a new last known address, including the use of a change of address service offered by the postal service or an authorized delivery service under Section 5703.056 of the ORC. If the Tax Administrator is unable to ascertain a new last known address, the assessment shall be sent by ordinary mail and considered served. If the ordinary mail is subsequently returned because of an undeliverable address, the assessment remains appealable within 60 days after the assessment's postmark.

(b) Once the Tax Administrator or other the Village official, or the designee of either, serves an assessment on the person to whom the assessment is directed, the person may protest the ruling of that assessment by filing an appeal with the local board of tax review within 60 days after the receipt of service. The delivery of an assessment of the Tax Administrator under division (C)(1)(a) of this section is prima facie evidence that delivery is complete and that the assessment is served.

(2) If mailing of an assessment by a Tax Administrator by certified mail is returned for some cause other than an undeliverable address, the Tax Administrator shall resend the assessment by ordinary mail. The assessment shall show the date the Tax Administrator sends the assessment and include the following statement:

"This assessment is deemed to be served on the addressee under applicable law ten days from the date this assessment was mailed by the Tax Administrator as shown on the assessment, and all periods within which an appeal may be filed apply from and after that date."

Unless the mailing is returned because of an undeliverable address, the mailing of that information is prima facie evidence that delivery of the assessment was completed ten days after the Tax Administrator sent the assessment by ordinary mail and that the assessment was served.

If the ordinary mail is subsequently returned because of an undeliverable address, the Tax Administrator shall proceed under division (C)(1)(a) of this section. A person may challenge the presumption of delivery and service under this division in accordance with division (D) of this section.

(D)(1) A person disputing the presumption of delivery and service under division (C) of this section bears the burden of proving by a preponderance of the evidence that the address to which the assessment was sent by certified mail was not an address with which the person was associated at the time the Tax Administrator originally mailed the assessment. For the purposes of this section, a person is associated with an address at the time the Tax Administrator originally mailed the assessment if, at that time, the person was residing, receiving legal documents, or conducting business at the address; or if, before that time, the person had conducted business at the address and, when the assessment was mailed, the person's agent or the person's affiliate was conducting business at the address. For the purposes of this section, a person's affiliate is any other person that, at the time the assessment was mailed, owned or controlled at least 20 percent, as determined by voting rights, of the addressee's business.

(2) If a person elects to appeal an assessment on the basis described in division (D)(1) of this section, and if that assessment is subject to collection and is not otherwise appealable, the person must do so within 60 days after the initial contact by the Tax Administrator or other the Village official, or the designee of

either, with the person. Nothing in this division prevents the Tax Administrator or other official from entering into a compromise with the person if the person does not actually file such an appeal with the local board of tax review.

(E) Nothing in this section prohibits the Tax Administrator or the Tax Administrator's designee from delivering an assessment by a Tax Administrator by personal service.

(F) Collection actions taken upon any assessment being appealed under division (C)(1)(b) of this section, including those on which a claim has been delivered for collection, shall be stayed upon the pendency of an appeal under this section.

(G) Additional regulations as detailed in the Rules and Regulations shall apply.

## **SECTION 15 ADMINISTRATION OF CLAIMS.**

(A) As used in this section, "claim" means a claim for an amount payable to the Village that arises pursuant to the Village's income tax imposed in accordance with this Ordinance.

(B) Nothing in this Ordinance prohibits a Tax Administrator from doing either of the following if such action is in the best interests of the municipal corporation:

(1) Compromise a claim;

(2) Extend for a reasonable period the time for payment of a claim by agreeing to accept monthly or other periodic payments.

(C) The Tax Administrator's rejection of a compromise or payment-over-time agreement proposed by a person with respect to a claim shall not be appealable.

(D) A compromise or payment-over-time agreement with respect to a claim shall be binding upon and shall be to the benefit of only the parties to the compromise or agreement, and shall not eliminate or otherwise affect the liability of any other person.

(E) A compromise or payment-over-time agreement with respect to a claim shall be void if the taxpayer defaults under the compromise or agreement or if the compromise or agreement was obtained by fraud or by misrepresentation of a material fact. Any amount that was due before the compromise or agreement and that is unpaid shall remain due, and any penalties or interest that would have accrued in the absence of the compromise or agreement shall continue to accrue and be due.

## **SECTION 16 TAX INFORMATION CONFIDENTIAL.**

(A) Any information gained as a result of returns, investigations, hearings, or verifications required or authorized by this Ordinance is confidential, and no person shall access or disclose such information except in accordance with a proper judicial order or in connection with the performance of that person's official duties or the official business of the Village as authorized by this Ordinance. The Tax Administrator or a designee thereof may furnish copies of returns filed or otherwise received under this Ordinance and other related tax information to the internal revenue service, the tax commissioner, and tax administrators of other municipal corporations.



(B) This section does not prohibit the Village from publishing or disclosing statistics in a form that does not disclose information with respect to particular taxpayers.

#### **SECTION 17 FRAUD.**

No person shall knowingly make, present, aid, or assist in the preparation or presentation of a false or fraudulent report, return, schedule, statement, claim, or document authorized or required by the Village ordinance or state law to be filed with a the Tax Administrator, or knowingly procure, counsel, or advise the preparation or presentation of such report, return, schedule, statement, claim, or document, or knowingly change, alter, or amend, or knowingly procure, counsel or advise such change, alteration, or amendment of the records upon which such report, return, schedule, statement, claim, or document is based with intent to defraud the Village or the Tax Administrator.

#### **SECTION 18 INTEREST AND PENALTIES.**

(A) As used in this section:

(1) "Applicable law" means this Ordinance, the resolutions, ordinances, codes, directives, instructions, and rules adopted by the Village provided they impose or directly or indirectly address the levy, payment, remittance, or filing requirements of the Village.

(2) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under Section 1274 of the Internal Revenue Code, for July of the current year.

(3) "Income tax," "estimated income tax," and "withholding tax" means any income tax, estimated income tax, and withholding tax imposed by the Village pursuant to applicable law, including at any time before January 1, 2016.

(4) "Interest rate as described in division (A) of this section" means the federal short-term rate, rounded to the nearest whole number percent, plus five percent. The rate shall apply for the calendar year next following the July of the year in which the federal short-term rate is determined in accordance with division (A)(2) of this section.

(5) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with a the Tax Administrator or the Village by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.

(6) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.

(7) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.

(8) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.

(9) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.

(B)(1) This section applies to the following:

(a) Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;

(b) Income tax, estimated income tax, and withholding tax required to be paid or remitted to the Village on or after January 1, 2016.

(2) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the ordinances or rules and regulations, as adopted before January 1, 2016, of the Village to which the return is to be filed or the payment is to be made.

(C) Should any taxpayer, employer, agent of the employer, or other payer for any reason fails, in whole or in part, to make timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the Village any return required to be filed, the following penalties and interest shall apply:

(1) Interest shall be imposed at the rate described in division (A) of this section, per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax.

(2)(a) With respect to unpaid income tax and unpaid estimated income tax, the Village may impose a penalty equal to fifteen percent (15%) of the amount not timely paid.

(b) With respect to any unpaid withholding tax, the Village may impose a penalty not exceeding fifty percent (50%) of the amount not timely paid.

(3) With respect to returns other than estimated income tax returns, the Village may impose a penalty of \$25 for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed \$150 for each failure.

(D) Nothing in this section requires the Village to refund or credit any penalty, amount of interest, charges, or additional fees that the Village has properly imposed or collected before January 1, 2016.

(E) Nothing in this section limits the authority of the Village to abate or partially abate penalties or interest imposed under this section when the Tax Administrator determines, in the Tax Administrator's sole discretion, that such abatement is appropriate.

(F) By the 31<sup>st</sup> day of October of each year the Village shall publish the rate described in division (A) of this section applicable to the next succeeding calendar year.

(G) The Village may impose on the taxpayer, employer, any agent of the employer, or any other payer the Village's post-judgment collection costs and fees, including attorney's fees.

## **SECTION 19 AUTHORITY OF TAX ADMINISTRATOR; VERIFICATION OF INFORMATION.**

### **Authority.**

(A) Nothing in this Ordinance shall limit the authority of the Tax Administrator to perform any of the following duties or functions, unless the performance of such duties or functions is expressly limited by a provision of the ORC:

(1)(a) Exercise all powers whatsoever of an query nature as provided by law, including, the right to inspect books, accounts, records, memorandums, and federal and state income tax returns, to examine persons under oath, to issue orders or subpoenas for the production of books, accounts, papers, records, documents, and testimony, to take depositions, to apply to a court for attachment proceedings as for contempt, to approve vouchers for the fees of officers and witnesses, and to administer oaths.

(b) The powers referred to in this division of this section shall be exercised by the Tax Administrator only in connection with the performance of the duties respectively assigned to the Tax Administrator under the Village's income tax ordinance;

(2) Appoint agents and prescribe their powers and duties;

(3) Confer and meet with officers of other municipal corporations and states and officers of the United States on any matters pertaining to their respective official duties as provided by law;

(4) Exercise the authority provided by law, including orders from bankruptcy courts, relative to remitting or refunding taxes, including penalties and interest thereon, for any reason overpaid. In addition, the Tax Administrator may investigate any claim of overpayment and, if the Tax Administrator finds that there has been an overpayment, make a written statement of the Tax Administrator's findings, and approve and issue a refund payable to the taxpayer, the taxpayer's assigns, or legal representative as provided in this Ordinance;

(5) Exercise the authority provided by law relative to consenting to the compromise and settlement of tax claims;

(6) Exercise the authority provided by law relative to the use of alternative apportionment methods by taxpayers in accordance with Section 3;

(7)(a) Make all tax findings, determinations, computations, and orders the Tax Administrator is by law authorized and required to make and, pursuant to time limitations provided by law, on the Tax Administrator's own motion, review, re-determine, or correct any tax findings, determinations, computations, or orders the Tax Administrator has made.

(b) If an appeal has been filed with the Board of Tax Review or other appropriate tribunal, the Tax Administrator shall not review, re-determine, or correct any tax finding, determination, computation, or order which the Tax Administrator has made, unless such appeal or application is withdrawn by the appellant or applicant, is dismissed, or is otherwise final;

(8) Destroy any or all returns or other tax documents in the manner authorized by law;

4. (9) Enter into an agreement with a taxpayer to simplify the withholding obligations described in Section 4.

**Verification of accuracy of returns and determination of liability.**

(B)(1) A Tax Administrator, or any authorized agent or employee thereof may examine the books, papers, records, and federal and state income tax returns of any employer, taxpayer, or other person that is subject to, or that the Tax Administrator believes is subject to, the provisions of this Ordinance for the purpose of verifying the accuracy of any return made or, if no return was filed, to ascertain the tax due under this Ordinance. Upon written request by the Tax Administrator or a duly authorized agent or employee thereof, every employer, taxpayer, or other person subject to this section is required to furnish the opportunity for the Tax Administrator, authorized agent, or employee to investigate and examine such books, papers, records, and federal and state income tax returns at a reasonable time and place designated in the request.

(2) The records and other documents of any taxpayer, employer, or other person that is subject to, or that a Tax Administrator believes is subject to, the provisions of this Ordinance shall be open to the Tax Administrator's inspection during business hours and shall be preserved for a period of six years following the end of the taxable year to which the records or documents relate, unless the Tax Administrator, in writing, consents to their destruction within that period, or by order requires that they be kept longer. The Tax Administrator may require any person, by notice served on that person, to keep such records as the Tax Administrator determines necessary to show whether or not that person is liable, and the extent of such liability, for the income tax levied by the Village or for the withholding of such tax.

(3) The Tax Administrator may examine under oath any person that the Tax Administrator reasonably believes has knowledge concerning any income that was or would have been returned for taxation or any transaction tending to affect such income. The Tax Administrator may, for this purpose, compel any such person to attend a hearing or examination and to produce any books, papers, records, and federal and state income tax returns in such person's possession or control. The person may be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner at any such hearing or examination. This division does not authorize the practice of law by a person who is not an attorney.

(4) No person issued written notice by the Tax Administrator compelling attendance at a hearing or examination or the production of books, papers, records, or federal or state income tax returns under this section shall fail to comply.

**Identification information.**

(C)(1) Nothing in this Ordinance prohibits the Tax Administrator from requiring any person filing a tax document with the Tax Administrator to provide identifying information, which may include the person's social security number, federal employer identification number, or other identification number requested by the Tax Administrator. A person required by the Tax Administrator to provide identifying information that has experienced any change with respect to that information shall notify the Tax Administrator of the change before, or upon, filing the next tax document requiring the identifying information.

(2)(a) If the Tax Administrator makes a request for identifying information and the Tax Administrator does not receive valid identifying information within 30 days of making the request, nothing in this Ordinance prohibits the Tax Administrator from imposing a penalty upon the person to whom the request was directed pursuant to Section 18, in addition to any applicable penalty described in Section 99.

(b) If a person required by the Tax Administrator to provide identifying information does not notify the Tax Administrator of a change with respect to that information as required under division (C) of Section 19 within 30 days after filing the next tax document requiring such identifying information, nothing in this Ordinance prohibits the Tax Administrator from imposing a penalty pursuant to Section 18.

(c) The penalties provided for under divisions (C)(2)(a) and (b) of this section may be billed and imposed in the same manner as the tax or fee with respect to which the identifying information is sought and are in addition to any applicable criminal penalties described in Section 99 for a violation of Section 17 and any other penalties that may be imposed by the Tax Administrator by law.

## **SECTION 20 REQUEST FOR OPINION OF THE TAX ADMINISTRATOR.**

(A) An "opinion of the Tax Administrator" means an opinion issued under this section with respect to prospective municipal income tax liability. It does not include ordinary correspondence of the Tax Administrator.

(B) A taxpayer may submit a written request for an opinion of the Tax Administrator in accordance with the Rules and Regulations.

(C) A taxpayer is not relieved of tax liability for any activity or transaction related to a request for an opinion that contained any misrepresentation or omission of one or more material facts.

(D) A Tax Administrator may refuse to offer an opinion on any request received under this section. Such refusal is not subject to appeal.

(E) An opinion of the Tax Administrator binds the Tax Administrator only with respect to the taxpayer for whom the opinion was prepared and does not bind the Tax Administrator of any other municipal corporation.

(F) An opinion of the Tax Administrator issued under this section is not subject to appeal.

## **SECTION 21 BOARD OF TAX REVIEW.**

(A)(1) The Board of Tax Review shall consist of three members. Two members shall be appointed by the legislative authority of the Village, but such appointees may not be employees, elected officials, or contractors with the Village at any time during their term or in the five years immediately preceding the date of appointment. One member shall be appointed by the Mayor of the Village. This member may be an employee of the Village, but may not be the director of finance or equivalent officer, or the Tax Administrator or other similar official or an employee directly involved in municipal tax matters, or any direct subordinate thereof.

(2) The term for members of the Board of Tax Review the Village shall be two years. There is no limit on the number of terms that a member may serve if the member is reappointed by the legislative authority. The board member appointed by the Mayor of the Village shall serve at the discretion of the administrative official.

(3) Members of the Board of Tax Review appointed by the legislative authority may be removed by the legislative authority by majority vote for malfeasance, misfeasance, or nonfeasance in office. To remove such a member, the legislative authority must give the member a copy of the charges against the member and afford the member an opportunity to be publicly heard in person or by counsel in the member's own

defense upon not less than ten days' notice. The decision by the legislative authority on the charges is final and not appealable.

(4) A member of the Board of Tax Review who, for any reason, ceases to meet the qualifications for the position prescribed by this section shall resign immediately by operation of law.

(5) A vacancy in an unexpired term shall be filled in the same manner as the original appointment within 60 days of when the vacancy was created. Any member appointed to fill a vacancy occurring prior to the expiration of the term for which the member's predecessor was appointed shall hold office for the remainder of such term. No vacancy on the Board of Tax Review shall impair the power and authority of the remaining members to exercise all the powers of the Board of Tax Review.

(6) If a member is temporarily unable to serve on the Board of Tax Review due to a conflict of interest, illness, absence, or similar reason, the legislative authority or top administrative official that appointed the member shall appoint another individual to temporarily serve on the Board of Tax Review in the member's place. The appointment of such an individual shall be subject to the same requirements and limitations as are applicable to the appointment of the member temporarily unable to serve.

(B) Whenever a Tax Administrator issues an assessment, the Tax Administrator shall notify the taxpayer in writing at the same time of the taxpayer's right to appeal the assessment, the manner in which the taxpayer may appeal the assessment, and the address to which the appeal should be directed.

(C) Any person who has been issued an assessment may appeal the assessment to the Board of Tax Review by filing a request with the Board of Tax Review. The request shall be in writing, shall specify the reason or reasons why the assessment should be deemed incorrect or unlawful, and shall be filed within 60 days after the taxpayer receives the assessment.

(D) The Board of Tax Review shall schedule a hearing to be held within 60 days after receiving an appeal of an assessment under division (C) of this section, unless the taxpayer requests additional time to prepare or waives a hearing. If the taxpayer does not waive the hearing, the taxpayer may appear before the Board of Tax Review and may be represented by an attorney at law, certified public accountant, or other representative. The Board of Tax Review may allow a hearing to be continued as jointly agreed to by the parties. In such a case, the hearing must be completed within 120 days after the first day of the hearing unless the parties agree otherwise.

(E) The Board of Tax Review may affirm, reverse, or modify the Tax Administrator's assessment or any part of that assessment. The Board of Tax Review shall issue a final determination on the appeal within 90 days after the Board of Tax Review's final hearing on the appeal, and send a copy of its final determination by ordinary mail to all of the parties to the appeal within 15 days after issuing the final determination. The taxpayer or the Tax Administrator may appeal the Board of Tax Review's final determination as provided in Section 5717.011 of the ORC.

(F) The Board of Tax Review created pursuant to this section shall adopt rules governing its procedures and shall keep a record of its transactions. Such records are not public records available for inspection under Section 149.43 of the ORC. Hearings requested by a taxpayer before a Board of Tax Review created pursuant to this section are not meetings of a public body subject to Section 121.22 of the ORC.

## **SECTION 22 AUTHORITY TO CREATE RULES AND REGULATIONS.**

Nothing in this Ordinance prohibits the legislative authority of the Village, or a Tax Administrator pursuant to authority granted to the administrator by resolution or ordinance, to adopt rules to administer an income tax imposed by the Village in accordance with this Ordinance. Such rules shall not conflict with or be inconsistent with any provision of this Ordinance. Taxpayers are hereby required to comply not only with the requirements of this chapter, but also to comply with the Rules and Regulations.

All rules adopted under this section shall be published and posted on the internet.

## **SECTION 23 RENTAL AND LEASED PROPERTY.**

(A) All property owners of real property located in the Village, who rent or otherwise lease the same, or any part thereof, to any person for residential dwelling purposes, including apartments, rooms and other rental accommodations, during any calendar year, or part thereof, commencing with the effective date of this section, shall file with the Tax Administrator on or before the January 31 first following such calendar year a written report disclosing the name, address and also telephone number, if available, of each tenant known to have occupied on December 31 during such calendar year such apartment, room or other residential dwelling rental property.

(B) The Tax Administrator may order the appearance before him, or his duly authorized agent, of any person whom he believes to have any knowledge of the name, address and telephone number of any tenant of residential rental real property in the Village. The Tax Administrator, or his duly authorized agent, is authorized to examine any person, under oath, concerning the name, address and telephone number of any tenant of residential real property located in the Village. The Tax Administrator, or his duly authorized agent, may compel the production of papers and records and the attendance of all personal before him, whether as parties or witnesses, whenever he believes such person has knowledge of the name, address and telephone number of any tenant of residential real property in the Village.

(C) Any property owner or person that violates one or more of the following shall be subject to Section 99 of this Ordinance:

- (1) Fails, refuses or neglects to timely file a written report required by subsection (a) hereof; or
- (2) Makes an incomplete or intentionally false written report required by subsection (a) hereof; or
- (3) Fails to appear before the Tax Administrator or any duly authorized agent and to produce and disclose any tenant information pursuant to any order or subpoena of the Tax Administrator as authorized in this section; or
- (4) Fails to comply with the provisions of this section or any order or subpoena of the Tax Administrator.

## **SECTION 24 SAVINGS CLAUSE.**

This Ordinance shall not apply to any person, firm or corporation, or to any property as to whom or which it is beyond the power of Council to impose the tax herein provided for. Any sentence, clause, section or part of this Ordinance or any tax against or exception granted any individual or any of the several groups of persons, or forms of income specified herein if found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of

this Ordinance and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Ordinance. It is hereby declared to be the intention of Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, or part hereof, not been included therein.

#### **SECTION 25 COLLECTION OF TAX AFTER TERMINATION OF ORDINANCE.**

(A) This chapter shall continue effective insofar as the levy of taxes is concerned until repealed, and insofar as the collection of taxes levied hereunder and actions or proceedings for collecting any tax so levied or enforcing any provisions of this chapter are concerned, it shall continue effective until all of said taxes levied hereunder in the aforesaid periods are fully paid and any and all suits and prosecutions for the collection of said taxes or for the punishment of violations of this chapter shall have been fully terminated, subject to the limitations contained in Section 12 and Section 99 hereof.

(B) Annual returns due for all or any part of the last effective year of this ordinance shall be due on the date provided in Sections 5 and Section 4 of this ordinance as though the same were continuing.

#### **SECTION 26 ADOPTION OF RITA RULES AND REGULATIONS.**

The Village hereby adopts the Regional Income Tax Agency (RITA) Rules & Regulations, including amendments that may be made from time to time, for use as the Village's Income Tax Rules and Regulations. In the event of a conflict with any provision(s) of the Village Income Tax Ordinance and the RITA Rules & Regulations, the Ordinance will supersede. Until and if the contractual relationship between the Village and RITA ceases, Section 26 will supersede all other provisions within Ordinance No. 2015-27 and the amendments within Ordinance No. 2017-27 regarding promulgation of rules and regulations by the Tax Administrator.

#### **SECTION 99 VIOLATIONS; PENALTIES.**

(A) Whoever violates Section 17, division (A) of Section 16, or Section 4 by failing to remit the Village income taxes deducted and withheld from an employee, shall be guilty of a misdemeanor of the first degree and shall be subject to a fine of not more than \$1,000 or imprisonment for a term of up to six months, or both. If the individual that commits the violation is an employee, or official, of the Village, the individual is subject to discharge from employment or dismissal from office.

(B) Any person who discloses information received from the Internal Revenue Service in violation of division (A) of Section 16 shall be guilty of a felony of the fifth degree and shall be subject to a fine of not more than \$5,000 plus the costs of prosecution, or imprisonment for a term not exceeding five years, or both. If the individual that commits the violation is an employee, or official, of the Village, the individual is subject to discharge from employment or dismissal from office.

(C) Each instance of access or disclosure in violation of division (A) of Section 16 constitutes a separate offense.

(D) If not otherwise specified herein, no person shall:

- (1) Fail, neglect or refuse to make any return or declaration required by this ordinance;
- (2) File any incomplete or false return;



(3) Fail, neglect or refuse to pay the tax, penalties or interest imposed by this Ordinance;

(4) Refuse to permit the Tax Administrator or any duly authorized agent or employee to examine his books, records, papers and federal and state income tax returns relating to the income or net profits of a taxpayer;

(5) Fail to appear before the Tax Administrator and to produce his books, records, papers or federal and state income tax returns relating to the income or net profits of a taxpayer upon order or subpoena of the Tax Administrator;

(6) Refuse to disclose to the Tax Administrator any information with respect to the income or net profits of a taxpayer;

(7) Fail to comply with the provisions of this ordinance or any order or subpoena of the Tax Administrator authorized hereby;

(8) Give to an employer false information as to his true name, correct social security number, and residence address, or fail to promptly notify an employer of any change in residence address and date thereof;

(9) Attempt to do anything whatsoever to avoid the payment of the whole or any part of the tax, penalties or interest imposed by this Ordinance.

(E) Any person who violates any of the provisions in Section 99 (D) shall be subject to the penalties provided for in Section 99 (A) of this Ordinance.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2017-29

AN ORDINANCE TO ESTABLISH TIME AND PLACE OF REGULAR MEETINGS OF THE COUNCIL FOR THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, FOR CALENDAR YEAR 2018, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Council of the Village of Antwerp, Paulding County, Ohio, is desirous of holding monthly regular council meetings in calendar year 2018; and

WHEREAS, in accordance with Ohio Revised Code Section 731.46, the Village Council hereby establishes the time and place of regular meetings of the Council for calendar year 2018 as provided herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** Regular meetings of the Council shall be held at the Council Chambers located at 118 North Main Street in the Village of Antwerp, Ohio.

**Section 2.** Regular meetings of the Council shall be held on the third (3<sup>rd</sup>) Monday of each month at 5:30 p.m., except for those third (3<sup>rd</sup>) Mondays that are deemed a holiday under the personnel manual of the Village of Antwerp, then the regular council meeting shall be the third (3<sup>rd</sup>) Wednesday of that month at 8:00 a.m., which includes the regular meeting of the Council for January 2018 and February 2018. The regular meeting of the Council for January 2018 will be held on January 17, 2018 at 8:00 a.m., and the regular meeting of the Council for February 2018 will be held on February 21, 2018 at 8:00 a.m.

**Section 3.** This Ordinance shall be in effect for regular meetings of the Council starting in January 2018, and be subject to amendment at the request of the Mayor of the Village of Antwerp or at the request of a member of the Council. Notice of any change in the time and/or place of a regular meeting of the Council shall be provided in accordance with Ordinance No. 2012-18.

**Section 4.** It is found and determined that all formal action of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that the time and place of regular Council meetings be established. This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 5<sup>th</sup> day of December, 2017.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:  
  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2017-30

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$51,500.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

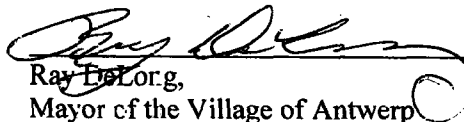
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Fifty-One Thousand Five Hundred Dollars and Zero Cents (\$51,500.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

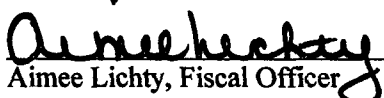
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date Dec. 5, 2017

  
Ray E. Lorg,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

*Ordinance No.* \_\_\_\_\_ *Passed* \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2017-31

AN ORDINANCE ESTABLISHING COMPENSATION FOR THE  
 VILLAGE OF ANTWERP, OHIO FOR THE CALENDAR YEAR 2018,  
 AND DECLARING THE SAME AN EMERGENCY

WHEREAS, it is desirable that the compensation of Village officials, employees, appointees, and volunteers for the Village of Antwerp, Ohio for the year 2018 be set forth in an Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1. That beginning with the first pay period of year 2018, the compensation of Village officials and employees be as follows:

Village Official	2017	2018
Mayor	\$8,800.00	\$8,800.00
Council Members –existing	\$3,400.00	\$3,400.00
Newly elected Council Members	\$3,400.00	\$3,800.00
Fiscal Officer	\$24,889.54	\$25,636.26
Village Administrator	\$44,597.80	\$45,935.76
Chief of Police	\$44,786.56	\$46,130.24
Police - Full Time - On Probation	\$26,231.02 to \$30,042.25	\$27,017.45 to \$30,943.52
Police - Full Time	\$30,021.04 to \$35,532.66	\$30,921.67 to \$36,598.64
Police - Part Time	\$12.19 to \$13.74	\$10.00 to \$19.30 per hour
Police - Reserves	\$12.50 to \$14.99	\$10.00 to \$15.44 per hour
Fire Chief	\$2,497.64	\$2,572.68 Base amount - plus hrly rate as below
Fire Dept. Secretary	\$393.36	\$405.16 Base amount - plus hrly rate as below

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Village Official	2017	2018	
Fire Chief Assistant	\$393.36	\$405.16	Base amount - plus hrly rate as below
	\$10.66	\$10.98	per meeting
	\$13.83	\$14.25	first hour
	\$10.78	\$11.10	each add. hour
Fire Captains	\$116.12	\$119.60	Base amount - plus hrly rate as below
Fire Lieutenants	\$81.18	\$83.62	Base amount plus hrly rate as below
Volunteer Fireman	\$10.66	\$10.98	per training hr.
Volunteer Fireman	\$10.66	\$10.98	first hour
Volunteer Fireman	\$10.66	\$10.98	each add. hour
EMS Coordinator	\$2,497.56 to \$3,746.33	\$2,572.49 to \$3,858.72	Base amount - plus hrly rate as below
EMS Maintenance Man	\$705.60	\$726.84	Base rate plus hrly rate below
EMS Assistant	\$327.96	\$337.80	Base rate plus hrly rate below
EMS Secretary	\$327.96	\$337.80	Base rate plus hrly rate below
EMS Drivers	\$9.46	\$9.74	per hour
EMR	\$10.44	\$10.75	per hour
EMT - A (BLS - Basic Life Support)	\$11.41	\$11.75	per hour
EMT - B (Immediate Life Support)	\$14.76	\$15.20	per hour
All EMS Personnel	\$10.99	\$11.32	per training hr
General Labor/Utilities Billing Clerk	\$8.80 to \$13.90	\$9.06 to \$14.32	per hour
Mayor's Court Clerk/EMS Billing Clerk	\$8.80 to \$13.90	\$9.06 to \$14.32	per hour
Tech I Water/Sewer/Assigned Duties	\$11.99 to \$16.61	\$12.35 to \$17.11	per hour
Tech II Water/Sewer/Assigned Duties	\$15.05 to \$20.17	\$15.50 to \$20.78	per hour

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Section 2. Any and all other benefits to which Village officials and employees may be entitled are as set forth in the Village of Antwerp's Personnel Manual, subject to any and all amendments thereto.

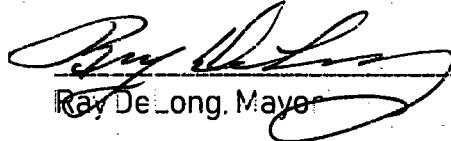
Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance repeals any other ordinance inconsistent therewith.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village.

Section 6. This Ordinance shall be in full force and effect and after the earliest period allowed by law.

Passed: Dec 27 2017.

  
Ray DeLong, Mayor

Attest:   
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2017-10

### **A RESOLUTION ACCEPTING THE LOWEST AND BEST BID FOR THE PUMP STATION AND WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village of Antwerp, Ohio ("Village") is in need of making improvements to its Pump Station and Wastewater Treatment Plant ("WWTP"); and

**WHEREAS**, the Village advertised for bids November 1 and November 8, 2017, in a newspaper of local circulation, to be submitted for the work required to make the necessary improvements; and

**WHEREAS**, the Paulding County Commissioners and the Village of Antwerp received and opened bids on November 20, 2017, at 10:00 a.m., in the presence of a secretary and witnesses; and

**WHEREAS**, E.S. Wagner Co., 840 Patchen Road, Oregon, Ohio 43616, submitted the lowest and best bid in the amount of Seven Hundred Thousand and 00/100 dollars (\$700,000.00) Total Base Bid to perform the work to make the necessary improvements to the Pump Station and WWTP.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

**Section 1.** The lowest and best bid of E.S. Wagner Co., 840 Patchen Road, Oregon, Ohio 43616, was Seven Hundred Thousand and 00/100 dollars (\$700,000.00) Total Base Bid. This amount was Fifteen Thousand Four Hundred and 00/100 dollars (\$15,400.00) less than the next closest bidder.

**Section 2.** The Engineer, Poggemeyer Design Group, Inc., recommends E.S. Wagner Co. as the lowest and best bidder after reviewing the bid tabulations.

**Section 3.** The Village Council accepts the bid of E.S. Wagner Co. as recommended by Poggemeyer Design Group, Inc. The Mayor is authorized to enter into a contract, along with any and all necessary documents ancillary to this contract, with E.S. Wagner Co. in the amount of Seven Hundred Thousand and 00/100 dollars (\$700,000.00) Total Base Bid, for the improvements to the Pump Station and WWTP.

**Section 4.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

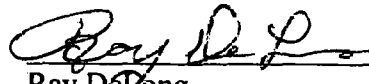
Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 5.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need to make improvements to the Pump Station and WWTP, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 12.5.17

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

CERTIFICATION

STATE OF OHIO )  
 )SS:  
COUNTY OF PAULDING )

I, Aimee Lichty, Fiscal Officer of the Village of Antwerp, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2017-10 passed by the Council of the Village of Antwerp on December 5, 2017; that publication of such Resolution has been made and certified of record according to law; and that no proceedings looking to a referendum upon such Resolution has been taken.

Aimee Lichty  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-28

### AN ORDINANCE AUTHORIZING THE CHARGE OF YARD WASTE DISPOSAL SERVICES RATES FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO

**WHEREAS**, the Council of the Village of Antwerp, Ohio, maintains a Compose Site for the residents of the Village of Antwerp that allows for the disposal of yard waste as well as providing mulch for the use of the residents; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, has determined that it is necessary to charge the residents of the Village of Antwerp for this service in order to provide a source of revenue to pay the anticipated expenses to maintain the Compose Site as required by the Ohio EPA; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, sets forth the rates for such services as provided hereunder, said funds to be used to operate the Compost Site adequately and to maintain it in accordance with the requirements set forth by the Ohio EPA.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

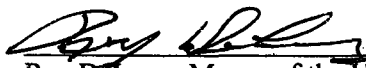
**Section 1.** The Village shall impose a yard waste disposal services fee at the rate of \$4.50 per quarter to be assessed to the residents of the Village of Antwerp. This rate will be reviewed annually to determine whether the rate established herein is sufficient.

**Section 2.** The revenue derived from the collection of the yard waste disposal services rate will be deposited into a new fund to be entitled Compose Site Fund. The revenue collected will be used to operate and maintain the Compost Site as required by the Ohio EPA.

**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

ENACTED this 18 day of December, 2017.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

First Reading: November 20, 2017

Second Reading: December 5, 2017

Third Reading: December 18, 2017

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-32

### AN ORDINANCE ADOPTING AMENDMENTS TO THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, SPECIFICALLY, AMENDMENTS TO PARAGRAPHS E AND F OF SECTION XX ENTITLED VACATION LEAVE, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp desires to amend the Personnel Manual for the Village of Antwerp, Ohio.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Village of Antwerp, Ohio, amends the Personnel Manual, and clarifies language in paragraphs E and F of Section XX entitled Vacation Leave on requesting payment of vacation leave and/or carrying over vacation leave to the following year. The amendments permit an Employee to request payment of up to two (2) weeks of unused vacation leave but only one such request can be made during a Calendar Year. In addition, the amendments provide language clarifying that an Employee forfeits the right to take or be paid for any vacation leave to their credit which is in excess of the three (3) year accrual period and such excess leave shall be eliminated from the Employee's vacation leave credit balance. A copy of the amendments to the Personnel Manual is attached hereto and made a part hereof as **Exhibit A**.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

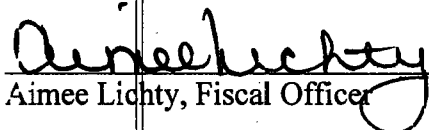
**Section 3.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason to modify the Personnel Manual effective upon passage of this Ordinance, and this Ordinance shall take effect and be in force immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 18<sup>th</sup> day of December, 2017.



Ray DeLong, Mayor of the Village of Antwerp

Attest:



Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

Form 6220S

BARFETT BROTHERS - DAYTON, OHIO

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## EXHIBIT A

### SECTION XX: VACATION LEAVE

E. For the purposes of this Section, the following definitions apply:

1. "Year" means the twelve-month period that commences on an employee's anniversary date of employment.
2. "Calendar Year" means the calendar year beginning on January 1 and ending on December 31.
3. "Anniversary Date" means dates of hire by the Village as a full-time Employee, or transfers from other eligible state, county, city or village.

F. An Employee shall take vacation leave during the Year in which it accrues and is available for use, except that an Appointing Authority may permit an Employee to request payment of up to two (2) weeks of unused vacation leave or request to carry over all unused vacation leave to the following Year. An employee may request to be paid for unused vacation leave only once per Calendar Year. If an Employee requests payment for unused vacation leave and the Appointing Authority approves such request, the Employee shall be paid at the Employee's current rate of pay as of the time of such request for the unused vacation leave. As an example, an Employee with four (4) weeks' vacation leave may request one (1) week of unused vacation leave to be paid to the Employee once during a Calendar Year; thereafter, the Employee may not request one (1) more week of unused vacation leave to be paid to the Employee during the same Calendar Year. In the event an Employee requests and is permitted to carry over vacation leave to the following Year, any absence from work by the Employee shall first be deducted from any compensatory time available to the Employee, second from any vacation leave carried over from a prior Year, and third from the Employee's current vacation leave. An Employee shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the three (3) year accrual period. Such excess leave shall be eliminated from the Employee's vacation leave credit balance.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2017-33

### AN ORDINANCE AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF ANTWERP, OHIO TO AMEND APPROPRIATIONS AND DECLARING IT AN EMERGENCY

WHEREAS, the Fiscal Officer has determined that it is necessary to amend the following appropriations and WHEREAS, Council must approve the amending of appropriations pursuant to Ohio Revised Code Section 5705.40.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1: The Fiscal Officer is hereby authorized to amend the following appropriations:

VILLAGE OF ANTWERP 2017 REAPPROPRIATIONS		REAPPROP	
	ORIGINAL APPR	ADJUSTMENT	BALANCE
A01 - GENERAL FUND	\$ 490,932.18	(37,500.66)	453,481.52
B01 - STREET FUND	\$ 82,383.12	(16,943.19)	65,444.93
B02 - STATE HIGHWAY FUND	\$ 22,000.00	(11,359.69)	10,640.31
B05 - LAW ENFORCEMENT FUND	\$ 3,400.00	(3,400.00)	-
B07 - FED-MAYOR COURT	\$ 4,500.00	(2,137.63)	2,362.37
B08 - PERMISSIVE TAX	\$ 17,850.00	6,694.00	24,544.00
B09 - FIRE FUND	\$ 84,579.11	(2,174.50)	82,404.61
B10 - FIRE TRUCK LEVY FUND	\$ 52,337.17	-	52,337.17
B11 - EMS FUND	\$ 141,874.06	(23,404.16)	118,469.90
B12 - EMS VEHICLE REPL FUND	-	-	-
B14 - SEVERANCE PAY RES FUND (NEW IN 2017)	\$ 29,682.00	(29,682.00)	-
B15 - VETS MEMORIAL	\$ 600.00	(340.00)	260.00
B16 - SAFE ROUTES TO SCHOOL (DEL IN 2017)	-	-	-
B17 - IND DR ALCOHOL MONITOR	-	-	-

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

D01 - OWDA - PUMP STATION	\$648,850.00	(643,590.07)	5,259.93
D02 - WATER TREATMENT PLANT IMP (NEW IN 2017)	\$175,450.00	(175,017.47)	432.53
D03 - CDBG FIRE HOUSE ROOF	\$	20,000.00	20,000.00
D08 - WOODCOX WATERLINE REPL (DEL IN 2017)	\$-	-	-
E01 - WATER FUND	382,264.00	(23,065.25)	359,198.75
E02 - WASTEWATER FUND	454,978.00	(27,020.88)	427,957.12
E05 - TRASH	60,000.00	(286.78)	59,713.22
E06 - DEPOSIT FUND	800.00	(527.61)	272.39
E08 - COMPOST FUND	\$	-	-
E14 - STORM SEWER	50,839.00	(12,646.70)	38,192.30
G05 - CEMETERY FUND	14,900.00	(14.18)	14,885.82
G06 - INDIGENT DRIVER	\$	-	-
G07 - FOJ FUND	87.00	(87.00)	-
G08 - MAYORS COURT	35,000.00	(692.67)	34,307.33
H01 - POLICE FUND	280,075.00	(26,228.53)	253,846.47
H03- STREET LIGHTING	22,500.00	(555.41)	21,944.59
		\$	
GRAND TOTAL	\$3,055,935.64	(1,009,980.38)	\$2,045,955.26

ORDINANCE NO. 2017-33

Section 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and well-being of the residents.

Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4: This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Date Dec. 27, 2017

Mayor [Signature]

Attest:

[Signature]  
Fiscal Officer



RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2017-34

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES  
AND OTHER EXPENDITURES OF THE VILLAGE OF ANTWERP, OHIO,  
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND  
DECLARING THE SAME AN EMERGENCY

**Section 1.** BE IT ORDAINED by the Council of Village of Antwerp, State of Ohio, that, to provide for the current expenses and other expenditures of the said Village of Antwerp during the fiscal year ending December 31, 2018 the following sums be and they are hereby set aside and appropriated as follows:

A1 - General	\$	434,541.50
B1 - Street Construction, Maintenance, and Repair	\$	103,888.12
B2 - State Highway and Improvement	\$	10,000.00
B5 - Law Enforcement Training	\$	3,400.00
B7 - Fed-Mayor's Court	\$	4,500.00
B8 - Permissive Tax Budget	\$	25,000.00
B9 - Fire	\$	115,889.31
B10 - Fire Truck	\$	51,137.17
B11 - EMS	\$	98,000.00
B12 - EMS Vehicle Replacement	\$	113,000.00
B14 - Severance Pay Reserve Fund	\$	36,852.99
B15 - VET's Memorial	\$	2,600.00
B17 - Ind Dr Alcohol Monitor	\$	-
D01 - Pump Station Project	\$	788,521.23
D02 - Water Treatment Plant Improvements	\$	173,640.00
E1 - Water	\$	375,463.01
E2 - Sewer	\$	396,065.46
E5 - Trash	\$	60,000.00
E6 - Deposit	\$	600.00
E8- Compost	\$	9,000.00
E14 - Storm Sewer	\$	24,500.00
G5 - Cemetery	\$	14,700.00
G6 - Indigent Driver	\$	-

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_


G7 - FOJ	\$	87.78
G8 - Mayor's Court	\$	35,000.00
H1 - Police	\$	254,583.30
H3 - Street Lighting	\$	22,500.00
	\$	3,153,469.87

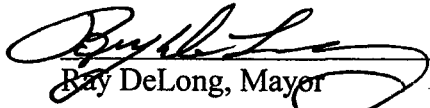
**Section 2.** And the Fiscal Officer is hereby authorized to draw warrants on the Village Fiscal Officer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations herein made.

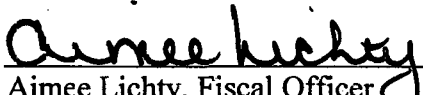
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and well-being of the residents.

Passed Dec. 27, 2017

  
Jan Reeb, President of Council

  
Ray DeLong, Mayor

Attest:   
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE

Section O.R.C 5705.39, - "No appropriation measure shall become effective until the county auditor files with the appropriating authority a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure."

The State of Ohio Paulding County,

I, Aimee Lichty, Fiscal Officer of Village of Antwerp in said County, and in whose custody the Files, Journals, and Records of the Village of Antwerp, Ohio are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Ordinance is taken and copied from the original Ordinance and has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature this 27 day of December, 2016.

Aimee Lichty  
Aimee Lichty, Fiscal Officer  
Village of Antwerp, Ohio

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-01

### **AN ORDINANCE APPROVING, ADOPTING AND ENACTING AMERICAN LEGAL PUBLISHING'S OHIO BASIC CODE, 2018 EDITION, AS THE CODE OF ORDINANCES FOR THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the present general and permanent ordinances of the Village of Antwerp, Ohio ("Village") are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the Village and for the proper conduct of its affairs; and

**WHEREAS**, the American Legal Publishing Corporation publishes a Code of Ordinances suitable for adoption by municipalities in Ohio; and

**WHEREAS**, it is necessary to provide for the usual daily operation of the Village and for the immediate preservation of the public peace, health, safety and general welfare of the Village that this Ordinance take effect at an early date.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

**Section 1.** American Legal Publishing's Ohio Basic Code, 2018 Edition, as reviewed and approved by the Council of the Village, is hereby adopted and enacted. Any prior version of the Ohio Basic Code which may have been previously adopted by the Village is hereby repealed as obsolete and is hereby replaced in its entirety by this Ohio Basic Code, 2018 Edition.

**Section 2.** One copy of American Legal Publishing's Ohio Basic Code, 2018 Edition, certified as correct by the Mayor and Fiscal Officer of the Village, as required by Ohio Revised Code § 731.23, shall be kept in its initial form on file in the office of the Fiscal Officer of the Village and retained as a permanent ordinance record of the Village. The Fiscal Officer of the Village is authorized and directed to publish a summary of all new matters contained in the Code of Ordinances as required by Ohio Revised Code § 731.23. Such summary is attached hereto and marked as "Exhibit A."

**Section 3.** All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the Ohio Basic Code, 2018 Edition, as adopted in Section 1 hereof, are hereby repealed as of the effective date of this Ordinance, except as follows:

- (A) The enactment of the Ohio Basic Code, 2018 Edition, shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.

(B) The repeal provided above shall not affect:

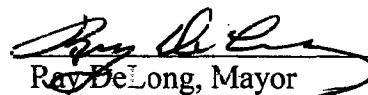
- (1) The grant or creation of a franchise, license, right, easement or privilege;
- (2) The purchase, sale, lease or transfer of property;
- (3) The appropriation or expenditure of money or promise or guarantee of payment;
- (4) The assumption of any contract or obligation;
- (5) The issuance and delivery of any bonds, obligations or other instruments of indebtedness;
- (6) The levy or imposition of taxes, assessments or charges;
- (7) The establishment, naming, vacating or grade level of any street or public way;
- (8) The dedication of property or plat approval;
- (9) The annexation or detachment of territory;
- (10) Any legislation enacted subsequent to the adoption of this Ordinance; and
- (11) Any legislation enacted prior to the adoption of this Ordinance and said legislation was enacted to supersede prior ordinances adopted by the Council of the Village, including a provision contained in prior versions of the Ohio Basic Code.

**Section 4.** Whenever reference is made in any documents, publications, or signs of the Village, including but not limited to traffic tickets and traffic-control signs, to a section as it existed in a former edition of the Ohio Basic Code, the reference shall extend and apply to the section referred to as subsequently amended, revised, recodified, or renumbered.

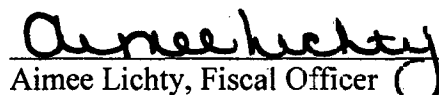
**Section 5.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 6.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health safety and general welfare of the people of the Village, and shall take effect at the earliest date provided by law.

Date Passed: Jan 17, 2018

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

7100/096/00708785-1 SLS

### CERTIFICATION OF CODIFIED ORDINANCES

We, Ray DeLong Mayor, and Aimee Lichty, Clerk of the Legislative Authority, of the Municipality of Antwerp, Ohio, pursuant to Ohio Revised Code §§ 731.23 and 731.42, hereby certify that the general and permanent ordinances of the Municipality, as revised, rearranged, compiled, renumbered as to sections, codified and printed herewith in component codes and titles are correct as and constitute the Code of Ordinances for the Municipality of Antwerp, Ohio.

Ray DeLong  
Mayor

Aimee Lichty  
Clerk of the Legislative Authority

ORDINANCE NO. 2018-01

AN ORDINANCE APPROVING, ADOPTING AND ENACTING AMERICAN LEGAL PUBLISHING'S OHIO BASIC CODE, 2018 EDITION, AS THE CODE OF ORDINANCES FOR THE MUNICIPALITY OF Antwerp, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the present general and permanent ordinances of the municipality are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs.

WHEREAS, American Legal Publishing Corporation publishes a Code of Ordinances suitable for adoption by municipalities in Ohio.

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE MUNICIPALITY OF Antwerp, OHIO:

- Section 1.** American Legal Publishing's Ohio Basic Code, 2018 Edition, as reviewed and approved by the Legislative Authority, is hereby adopted and enacted. Any prior version of the Ohio Basic Code which may have been previously adopted by the municipality is hereby repealed as obsolete and is hereby replaced in its entirety by this Ohio Basic Code, 2018 Edition.
- Section 2.** One copy of American Legal Publishing's Ohio Basic Code, 2018 Edition, certified as correct by the Mayor and Clerk of the Legislative Authority, as required by Ohio Revised Code § 731.23, shall be kept in its initial form on file in the office of the Clerk of the municipality and retained as a permanent ordinance record of the municipality. The Clerk of the municipality is authorized and directed to publish a summary of all new matters contained in the Code of Ordinances as required by Ohio Revised Code § 731.23. Such summary is attached hereto and marked as "Exhibit A".
- Section 3.** All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the Ohio Basic Code, 2018 Edition, as adopted in Section 1 hereof, are hereby repealed as of the effective date of this ordinance, except as follows:
- (A) The enactment of the Ohio Basic Code, 2018 Edition, shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.

(B) The repeal provided above shall not affect:

- (1) The grant or creation of a franchise, license, right, easement or privilege;
- (2) The purchase, sale, lease or transfer of property;
- (3) The appropriation or expenditure of money or promise or guarantee of payment;
- (4) The assumption of any contract or obligation;
- (5) The issuance and delivery of any bonds, obligations or other instruments of indebtedness;
- (6) The levy or imposition of taxes, assessments or charges;
- (7) The establishment, naming, vacating or grade level of any street or public way;
- (8) The dedication of property or plat approval;
- (9) The annexation or detachment of territory;
- (10) Any legislation enacted subsequent to the adoption of this ordinance.
- (11) Any legislation specifically superseding the provision of the Ohio Basic Code.

**Section 4.** Whenever reference is made in any documents, publications, or signs of the municipality, including but not limited to traffic tickets and traffic-control signs, to a section as it existed in a former edition of the Ohio Basic Code, the reference shall extend and apply to the section referred to as subsequently amended, revised, recodified, or renumbered.

**Section 5.** This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

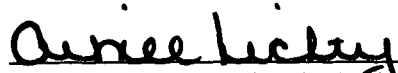
Date

Passed:

1-17-18

Attest:

  
Mayor

  
Clerk of the Legislative Authority



## Exhibit A

### OHIO BASIC CODE, 2018 EDITION — SUMMARY OF CONTENTS

Notice is hereby given that on the 17 day of Jan, 2018, there was enacted by the Legislative Authority of the Municipality of Antwerp, Ohio, an ordinance entitled "An Ordinance Approving, Adopting and Enacting American Legal Publishing's Ohio Basic Code, 2018 Edition, as the Code of Ordinances for the Municipality of Antwerp, Ohio."

A summary of the subjects, including all new matters contained in the Code of Ordinances, as adopted, are as follows. The majority of Basic Code provisions are based directly on state law.

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#### TITLE I: GENERAL PROVISIONS

##### Chapter 10: General Provisions

###### Section

- 10.01 Short titles
- 10.02 Definitions
- 10.03 Rules of construction
- 10.04 Revivor; effect of amendment or repeal
- 10.05 Construction of section references
- 10.06 Conflicting provisions
- 10.07 Severability
- 10.08 Reference to offices
- 10.09 Errors and omissions
- 10.10 Ordinances repealed
- 10.11 Ordinances unaffected
- 10.12 Ordinances saved
- 10.13 Application to future ordinances
- 10.14 Interpretation
- 10.15 Amendments to code; amendatory language
- 10.16 Statutory references
- 10.17 Preservation of penalties, offenses, rights and liabilities
- 10.18 Determination of legislative intent
- 10.99 General penalty

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#### TITLE III: ADMINISTRATION

##### Chapter 30: General Provisions

###### Section

- 30.01 Application of Title III
- 30.02 Qualifications; oaths
- 30.03 Bonds of officers and employees; amount
- 30.04 Additional bond; where bonds recorded and kept
- 30.05 Approval of bonds
- 30.06 Sufficiency of form of bond
- 30.07 Filling vacancies in offices
- 30.08 Public records available
- 30.09 Records Commission
- 30.10 Meetings of public bodies to be open; exceptions; notice
- 30.11 Municipal officers may attend conference or convention; expenses
- 30.12 Residency requirements prohibited; exceptions

##### Chapter 31: Executive Authority

###### Section

###### *General Provisions*

- 31.001 Executive power; where vested

### ***Mayor***

- 31.015 Term of Mayor; power and duties
- 31.016 General duties of the Mayor
- 31.017 Communications to the Legislative Authority
- 31.018 Protest against excess of expenditures
- 31.019 Supervision of conduct of officers
- 31.020 Annual report to the Legislative Authority
- 31.021 Mayor to file charges against delinquent officers
- 31.022 Vacancies in office of Mayor
- 31.023 Disposition of fines and other moneys

### ***Clerk***

- 31.040 Election, term, qualifications of the Clerk
- 31.041 Powers and duties of Clerk
- 31.042 Books and accounts; merger of offices
- 31.043 Seal of Clerk
- 31.044 Combined offices of Clerk and Treasurer; Fiscal Officer

### ***Treasurer***

- 31.060 Election, term, qualifications of the Treasurer
- 31.061 Accounts of Treasurer
- 31.062 Powers and duties
- 31.063 Quarterly account; annual report
- 31.064 Receipt and disbursement of funds
- 31.065 Duty of delivering money and property

### ***Street Commissioner***

- 31.080 Qualifications
- 31.081 General duties
- 31.082 Assistants

### ***Other Officials***

- 31.100 Legal counsel
- 31.101 Administrator
- 31.102 Board of Trustees of Public Affairs
- 31.103 Fire Engineer, Engineer and Superintendent of Markets

## **Chapter 32: Legislative Authority**

### **Section**

#### ***General Provisions***

- 32.001 Members of the Legislative Authority; election; terms of office
- 32.002 President Pro Tempore; employees
- 32.003 Vacancy when President Pro Tempore becomes Mayor
- 32.004 Qualifications of members of the Legislative Authority
- 32.005 Compensation and bonds of municipal officers and employees
- 32.006 Vacancy
- 32.007 Judge of election and qualification of members; quorum and special meetings
- 32.008 Rules; journal; expulsion of members
- 32.009 Meetings
- 32.010 General powers
- 32.011 Failure to take oath or give bond
- 32.012 Notice when new bond required
- 32.013 Care, supervision and management of public institutions

### ***Contracts, Bids and Proceedings***

- 32.025 Contracts by the Legislative Authority or Administrator
- 32.026 Bids and proceedings
- 32.027 Alterations or modifications of contract
- 32.028 Contract restrictions
- 32.029 Award to lowest responsive and responsible bidder

### ***Ordinances and Resolutions***

- 32.040 Ordinances and resolutions as evidence
- 32.041 Passage procedure
- 32.042 Style of ordinances
- 32.043 Subject and amendment of ordinances and resolutions
- 32.044 Authentication and recording of ordinances and resolutions
- 32.045 Publication of ordinances and resolutions; proof of publication and circulation
- 32.046 Notice for proposed amendments to the municipal Charter
- 32.047 Times of publication required
- 32.048 Publication and certification of ordinances in book form
- 32.049 Adoption of technical ordinances and codes
- 32.050 Certificate of Clerk as to publication
- 32.051 Publication when no newspaper published in municipality
- 32.052 Effect of not making publication
- 32.053 Ordinances providing for appropriations or street improvements; emergency ordinances

### ***Initiative and Referendum***

- 32.070 Initiative petitions
- 32.071 Referendum petitions
- 32.072 More than one ordinance required; application of subchapter
- 32.073 Presentation of petitions
- 32.074 Copy of proposed ordinance or measure to be filed with Clerk
- 32.075 Words to be printed in red
- 32.076 Designation of committee filing petition; public inspection of petitions; ordinances passed or repealed prior to election
- 32.077 Itemized statement by petition circulator
- 32.078 Prohibited practices relative to petitions
- 32.079 Accepting premiums for signing
- 32.080 Threats in securing signatures
- 32.081 Application of subchapter if Charter adopted

## **Chapter 33: Judicial Authority**

Section:

### ***General Provisions***

- 33.01 Jurisdiction in ordinance cases and traffic violations
- 33.02 Powers of Mayor and Mayor's Court Magistrate in criminal matters
- 33.03 Duties of Mayor and Mayor's Court Magistrate; fees; office; seal
- 33.04 Mayor's Court Magistrate
- 33.05 Powers to suspend driver's license in OVI cases

### ***Contempt of Court***

- 33.20 Summary punishment for contempt
- 33.21 Acts in contempt of court
- 33.22 Hearing
- 33.23 Contempt action for failure to pay support, failure to comply or interference with a visitation order; summons
- 33.24 Right of accused to bail
- 33.25 Hearing on contempt; penalties; support orders; failure to withhold or deduct money pursuant to support order
- 33.26 Imprisonment until order obeyed
- 33.27 Proceedings when party released on bail fails to appear

- 33.28 Release of prisoner committed for contempt
- 33.29 Judgment final
- 33.30 Alternative remedy

#### **Chapter 34: Police Department**

**Section**

- 34.01 Marshal and Police Chief synonymous
- 34.02 Appointment of Marshal
- 34.03 Deputy marshals and police officers
- 34.04 Auxiliary police units
- 34.05 Offenses affecting employment of law enforcement officers; probationary period; final appointment
- 34.06 Removal proceedings; suspension; appeals
- 34.07 General powers
- 34.08 Powers and duties of Marshal
- 34.09 Disposition of fines and penalties
- 34.10 Property recovered by police
- 34.11 Disposition to claimant
- 34.12 Sale of unclaimed property; disposition of proceeds
- 34.13 Expenses of storage and sale; notice
- 34.14 Contracts for police protection; nonresident service without contract
- 34.15 Peace officer administering oaths; acknowledging complaints, summonses, affidavits and returns of court orders

#### **Chapter 35: Fire Department**

**Section**

##### ***General Provisions***

- 35.01 Municipal fire regulations; fire department
- 35.02 Fire Chief; Fire Prevention Officer; employment of firefighters; criminal records check for firefighters
- 35.03 Schooling of officers and firefighters of fire department
- 35.04 Legislative Authority may purchase engines and equipment
- 35.05 Buildings for department
- 35.06 Records
- 35.07 Maximum consecutive hours for firefighters on duty
- 35.08 Investigation of cause of fire
- 35.09 Right to examine buildings, premises, and vehicles
- 35.10 Burning buildings for firefighting instruction or research
- 35.11 Impersonating fire safety inspector
- 35.12 Standards for equipment
- 35.13 Persons entitled to be known as firefighters
- 35.14 Firefighting and emergency services agreements
- 35.15 Regulation of construction in fire limits

##### ***Volunteer Firefighters' Dependents Fund Board***

- 35.30 Definitions
- 35.31 Establishment
- 35.32 Membership; vacancies
- 35.33 Election and term of members
- 35.34 Organization; rules and regulations; roster
- 35.35 Compensation and expenses of Board; legal advisor

#### **Chapter 36: Civil Actions Against the Municipality**

**Section**

- 36.01 Definitions
- 36.02 Nonliability of municipality; exceptions
- 36.03 Defenses and immunities
- 36.04 Limitation of actions
- 36.05 Damages
- 36.06 Satisfaction of judgments
- 36.07 Provision of employees' defense; consent judgments
- 36.08 Liability insurance
- 36.09 Certain actions unaffected
- 36.10 Certain charges against municipal officers filed with Probate Judge; proceedings

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## TITLE V: PUBLIC WORKS

[Reserved]

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## TITLE VII: TRAFFIC CODE

### Chapter 70: General Provisions

#### Section

#### *General Provisions*

- 70.01 Definitions
- 70.02 Compliance with order of police officer
- 70.03 Emergency vehicles to proceed cautiously past red or stop signal
- 70.04 Exceptions generally; emergency, public safety and coroner vehicles exempt
- 70.05 Persons riding or driving animals upon roadways
- 70.06 Prohibitions against pedestrians and slow-moving vehicles on freeways
- 70.07 Use of private property for vehicular travel
- 70.08 Names of persons damaging real property by operation of vehicle to be provided to owner
- 70.09 Limited access highways; barriers along; vehicles to enter and leave at designated intersections
- 70.10 Through highways
- 70.11 Officer may remove ignition key
- 70.12 Removal of vehicles after accidents

#### *Traffic-Control Devices*

- 70.30 Obeying traffic-control devices
- 70.31 Signal lights
- 70.32 Signals over reversible lanes
- 70.33 Ambiguous or non-working traffic signals
- 70.34 Pedestrian-control signals
- 70.35 Unauthorized signs and signals prohibited
- 70.36 Alteration, defacement, or removal prohibited
- 70.37 Unauthorized possession or sale of devices
- 70.38 Signal preemption devices; prohibitions

- 70.99 Penalty

### Chapter 71: Licensing Provisions

#### Section

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- 135.22 Ethnic intimidation
- 135.23 Violating a protection order, consent agreement, anti-stalking protection order or order issued by a court of another state
- 135.24 Adulteration of food
- 135.25 Illegal distribution of cigarettes, other tobacco products, or alternative nicotine products; transaction scans
- 135.26 Nonsmoking areas in places of public assembly
- 135.27 Spreading contagion
- 135.28 Abuse of a corpse
- 135.29 Unlawful collection of bodily substances

### Chapter 136: Offenses Against Justice and Administration

#### Section

- 136.01 Definitions
- 136.02 Falsification
- 136.03 Compounding a crime
- 136.04 Failure to report a crime
- 136.05 Failure to aid a law enforcement officer
- 136.06 Obstructing official business
- 136.07 Obstructing justice
- 136.08 Resisting arrest
- 136.09 Having an unlawful interest in a public contract
- 136.10 Soliciting or receiving improper compensation
- 136.11 Dereliction of duty
- 136.12 Interfering with civil rights
- 136.13 Illegal conveyance of prohibited items onto grounds of a detention facility or other specified governmental facilities
- 136.14 False report of child abuse or neglect
- 136.15 Assaulting police dog or horse, or assistance dog
- 136.16 Disclosure of confidential peace officer information
- 136.17 Intimidation of crime victim or witness
- 136.18 Using sham legal process
- 136.19 Making false allegation of peace officer misconduct
- 136.20 Misuse of 9-1-1 system
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## Chapter 137: Weapons Control

### Section

- 137.01 Definitions
- 137.02 Carrying concealed weapons
- 137.03 Using weapons while intoxicated
- 137.04 Improperly handling firearms in a motor vehicle
- 137.05 Possessing criminal tools
- 137.06 Failure to secure dangerous ordnance
- 137.07 Unlawful transactions in weapons
- 137.08 Underage purchase of firearm or handgun
- 137.09 Pointing and discharging firearms and other weapons
- 137.10 License or permit to possess dangerous ordnance
- 137.11 Possession of an object indistinguishable from a firearm in a school safety zone
- 137.12 Possession of deadly weapon while under detention
- 137.13 Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession
- 137.14 Defaced firearms

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### Section

- 138.01 Definitions
- 138.02 Trafficking in controlled substances; gift of marihuana
- 138.03 Drug possession offenses
- 138.04 Possessing drug abuse instruments
- 138.05 Permitting drug abuse
- 138.06 Illegal cultivation of marihuana
- 138.07 Abusing harmful intoxicants
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- 138.10 Nitrous oxide: improper dispensing or distribution; possession in a motor vehicle
- 138.11 Laboratory report required
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- 138.13 Use, possession, or sale of drug paraphernalia
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- 138.16 Controlled substance schedules
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## TITLE XV: LAND USAGE

### Chapter 150: General Provisions

#### Section

#### *Parks and Recreation*

- 150.01 Recreation Board
- 150.02 Board of Park Trustees

#### *Planning and Zoning*

- 150.15 Planning Commission
- 150.16 Board of Zoning Appeals

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## PARALLEL REFERENCES

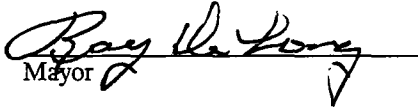
### Ohio Legislative History References – Master Table

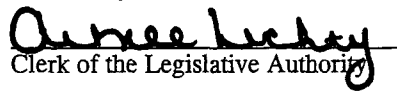
## INDEX

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This summary of contents has been verified and authorized for publication by the Legislative Authority of the Municipality of Antwerp, Ohio.

Signed:

  
Mayor

  
Clerk of the Legislative Authority

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2018-02

### **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THIRD ADDENDUM TO AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village of Antwerp entered into an Agreement with Real Waste Disposal, LLC for the collection, transportation and disposal of residential solid waste within the corporate limits of the Village of Antwerp, Ohio (the "Agreement"), for an initial term of one (1) year beginning April 1, 2015, and ending on March 31, 2016; and

**WHEREAS**, the Agreement provides that in its sole discretion, the Village of Antwerp may extend the term of the Agreement for four (4) successive one (1) year periods; and

**WHEREAS**, the Council authorized the first extension of this Agreement for a one (1) year period beginning April 1, 2016, and ending on March 31, 2017; and

**WHEREAS**, the Council authorized the second extension of this Agreement for a one (1) year period beginning April 1, 2017, and ending on March 31, 2018; and

**WHEREAS**, the Council authorized written notice of the Village's intention to renew the Agreement for third term of another one (1) year period at the council meeting conducted on December 18, 2017; and

**WHEREAS**, the Village desires to extend the Agreement for another one (1) year period beginning April 1, 2018, and ending on March 31, 2019; and

**WHEREAS**, the Council of the Village of Antwerp authorizes the Mayor to enter into a Third Addendum to the Agreement for the one (1) year period extension.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:**

**Section 1.** That the Village of Antwerp elects to extend the one (1) year period of the Agreement with Real Waste Disposal, LLC for the collection, transportation and disposal of residential solid waste within the corporate limits of the Village of Antwerp, Ohio, for a one (1) year period beginning on April 1, 2018, and ending on March 31, 2019, and the Mayor is authorized to enter into a Third Addendum to the Agreement for this extension, which Addendum is attached hereto and incorporated herein by reference.

**Section 2.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

RECORD OF ORDINANCES

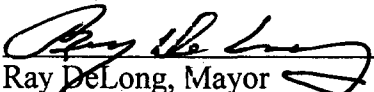
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the continuation of residential solid waste collection, transportation and disposal services within the corporate limits of the Village, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: Jan 17, 2018.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer  
Village of Antwerp

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

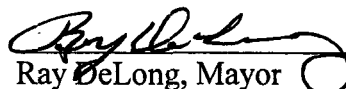
## **THIRD ADDENDUM TO AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTWERP, OHIO**

**THIS THIRD ADDENDUM** is to amend an Agreement for the Collection, Transportation and Disposal of Residential Solid Waste within the Corporate Limits of the Village of Antwerp, Ohio between the Village of Antwerp, Ohio, and Real Waste Disposal, LLC ("Agreement"), which Agreement was entered into as of the 6<sup>th</sup> day of February, 2015.

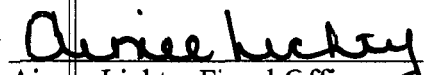
The initial term of this Agreement was for a one (1) year period beginning on April 1, 2015, and ending on March 31, 2016, which Agreement has been renewed for two (2) successive one (1) year periods beginning on April 1, 2016, and ending on March 31, 2017, and beginning on April 1, 2017, and ending on March 31, 2018. The Village elects to extend the Agreement for another one (1) year period as provided in Section 1.1 of the Agreement. The Agreement is amended to reflect the term of the Agreement is extended for a one (1) year period beginning on April 1, 2018, and ending on March 31, 2019.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Addendum to the Agreement this 17 day of January, 2018.

  
Ray DeLong, Mayor  
Village of Antwerp

ATTEST:

  
Aimee Lichty, Fiscal Officer

APPROVED AS TO FORM:

  
Melanie L. Farr, Village Solicitor

Real Waste Disposal, LLC

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

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

Title: \_\_\_\_\_

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2018-03

**AN ORDINANCE ADOPTING THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, INCLUDING ANY AND ALL AMENDMENTS THERETO AND ALL APPLICABLE STATEMENTS ATTACHED THERETO, FOR CALENDAR YEAR 2018, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp desires to adopt the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for the Village of Antwerp, Ohio, to be in effect for calendar year 2018.

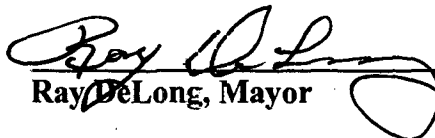
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Village of Antwerp, Ohio, adopts the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for calendar year 2018. The Personnel Manual, including any and all amendments thereto and all applicable statements, is kept in the office of the Fiscal Officer.

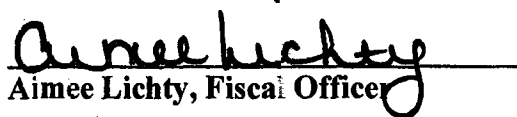
**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason to adopt the Personnel Manual for calendar year 2018, and this Ordinance shall take effect and be in force immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: 2-21, 2018

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-04

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$32,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

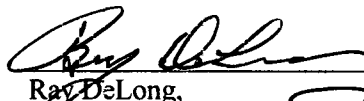
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

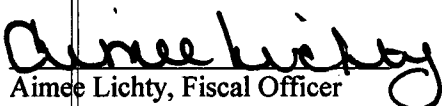
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 2-21-18

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2018-05

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$7,500.00 FROM THE GENERAL FUND TO THE STREET LIGHTING FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Street Lighting Fund to provide the necessary revenue to pay the street lighting expenses from this fund; and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14; and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village; and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Street Lighting Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

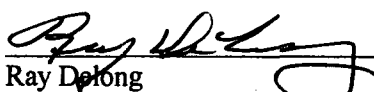
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) from the General Fund to the Street Lighting Fund.

**Section 2.** The transfer of these funds from the General Fund to the Street Lighting Fund is necessary to provide the revenue to pay the street lighting expenses of the Village of Antwerp.

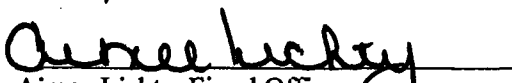
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds to pay street lighting expenses necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 3-19-18

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest: ,

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2018-06

**AN ORDINANCE TO AMEND EXHIBIT A TO ORDINANCE NO. 2015-27, SPECIFICALLY TO AMEND SECTIONS 3(F)(4)(a) AND 5(S) AND TO ADD A NEW SECTION, SECTION 27, TO EXHIBIT A, SAID EXHIBIT A BEING THE VILLAGE OF ANTWERP INCOME TAX ORDINANCE, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp adopted Ordinance No. 2006-26 on September 11, 2006, imposing a municipal income tax in the Village of Antwerp, Ohio; and

**WHEREAS**, the Council of the Village of Antwerp adopted Ordinance No. 2015-27 on November 16, 2015, amending Ordinance No. 2006-26 and any amendments thereto, in order to enact the amendments required by House Bill 5, setting forth the Village of Antwerp Income Tax Ordinance as Exhibit A to Ordinance No. 2015-27 effective January 1, 2016; and

**WHEREAS**, the Council of the Village of Antwerp passed Ordinance No. 2017-27 with the third reading on such Ordinance being on December 18, 2017, amending Exhibit A to Ordinance No. 2015-27, specifically amending sections 2, 4, 5, 7, and 18 of Exhibit A, in order to enact certain amendments required by House Bill 49, with those amendments effective January 1, 2018; and

**WHEREAS**, certain sections of Ohio House Bill 49 were not adopted due to pending litigation challenging those sections, which litigation continues, but in order to comply with the provisions of Ohio House Bill 49, the Council of the Village of Antwerp enacts certain additional amendments to Exhibit A to Ordinance No. 2015-27, specifically amendments to Sections 3(F)(4)(a) and 5(S) and to add a new section, Section 27, said additional amendments retroactively effective as of January 1, 2018.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO, THAT:**

**Section 1.** That Ordinance No. 2015-27, specifically Section 3(F)(4)(a) to Exhibit A attached to Ordinance No. 2015-27, be amended to read as follows effective January 1, 2018:

(4) For the purposes of division (F)(1)(c) of this section, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:

(a) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation only if, regardless of where title passes, the property meets either of the following criteria:

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

(i) The property is shipped to or delivered within the Village from a stock of goods located within the Village.

(ii) The property is delivered within the Village from a location outside the Village, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the Village and the sales result from such solicitation or promotion.

**Section 2.** That Ordinance No. 2015-27, specifically Section 5(S) to Exhibit A attached to Ordinance No. 2015-27, be amended to read as follows effective January 1, 2018:

(S)(1) For taxable years beginning on or after January 1, 2016, a taxpayer that is a member of an affiliated group of corporations may elect to file a consolidated municipal income tax return for a taxable year if at least one member of the affiliated group of corporations is subject to the Village's income tax in that taxable year, and if the affiliated group of corporations filed a consolidated federal income tax return with respect to that taxable year. The election is binding for a five-year period beginning with the first taxable year of the initial election unless a change in the reporting method is required under federal law. The election continues to be binding for each subsequent five-year period unless the taxpayer elects to discontinue filing consolidated municipal income tax returns under division (S)(2) of this section or a taxpayer receives permission from the Tax Administrator. The Tax Administrator shall approve such a request for good cause shown.

(2) An election to discontinue filing consolidated municipal income tax returns under this section must be made in the first year following the last year of a five-year consolidated municipal income tax return election period in effect under division (S)(1) of this section. The election to discontinue filing a consolidated municipal income tax return is binding for a five-year period beginning with the first taxable year of the election.

(3) An election made under division (S)(1) or (2) of this section is binding on all members of the affiliated group of corporations subject to a municipal income tax.

(4) When a taxpayer makes the election allowed under section 718.80 of the Revised Code, a valid election made by a taxpayer under division (S)(1) or (2) of this section is binding upon the tax commissioner for the remainder of the five-year period.

(5) When an election is made under section 718.80 of the Revised Code is terminated, a valid election made under section 718.86 of the Revised Code is binding upon the tax administrator for the remainder of the five-year period.

**Section 3.** That Ordinance No. 2015-27, specifically a new section, Section 27, to Exhibit A attached to Ordinance No. 2015-27, be added to read as follows effective January 1, 2018:

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## SECTION 27 ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95

(A) The Village hereby adopts and incorporates herein by reference Sections 718.80 to 718.95 of the Ohio Revised Code for tax years beginning on or after January 1, 2018.

(B) A taxpayer, as defined in division (C) of this section, may elect to be subject to Sections 718.80 to 718.95 of the Revised Code in lieu of the provisions of this Ordinance.

(C) "Taxpayer" has the same meaning as in section 718.01 of the Revised Code, except that "taxpayer" does not include natural persons or entities subject to the tax imposed under Chapter 5745 of the Revised Code. "Taxpayer" may include receivers, assignees, or trustees in bankruptcy when such persons are required to assume the role of a taxpayer.

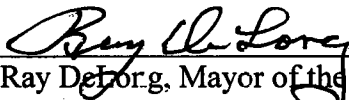
**Section 4.** Previous ordinances and/or any portions thereof, including Sections 3(F)(4)(a) and 5(S) of Exhibit A attached to Ordinance No. 2015-27, and rules of the Village of Antwerp that are not consistent with this Ordinance, are hereby set aside, revoked and held for naught as of January 1, 2018.

**Section 5.** It is hereby found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

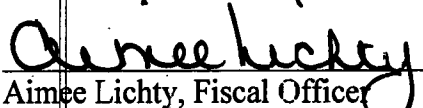
**Section 6.** The passage of this Ordinance does not waive any rights of the Village, including, but not limited to, the Village reserving the right under its home rule powers to challenge Ohio House Bill 49, including the amendments to Chapter 718 of the Revised Code.

**Section 7.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the Village and for the further reason that the Village must comply with the provisions of Ohio House Bill 49 even though certain provisions contained therein are the subject of pending litigation, and this Ordinance shall be retroactive and take effect as of January 1, 2018, to allow all amendments to the Village's Income Tax Ordinance necessary to comply with House Bill 49 be effective as of the same date.

Date: 3-19-18

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2018-01

### A RESOLUTION OF NECESSITY TO LEVY A TAX THAT IS A RENEWAL OF AN EXISTING LEVY IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF POLICE PROTECTION, AND DECLARING THE SAME AN EMERGENCY

(R.C. §§ 5705.03, 5705.19(J), 5705.191, 5705.192, and 5705.25)

The Council of the Village of Antwerp, Paulding County, Ohio ("Council"), met in regular session on April 16, 2018, with the following members present:

Rudie Reeb  
Kenneth Reinhart  
Dean Rister  
Keith West  
Jan Reeb

Jan Reeb moved the adoption of the following Resolution:

#### PREAMBLE

**WHEREAS**, the amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Village of Antwerp, Paulding County, Ohio ("Village"); and,

**WHEREAS**, it is necessary to levy a tax in excess of the ten-mill limitation; and,

**WHEREAS**, the levy would be for the purpose of police protection, said purpose being authorized by R.C. § 5705.19(J); and,

**WHEREAS**, a resolution declaring the necessity of levying a tax that is a renewal of an existing levy, pursuant to R.C. § 5705.19(J), outside the ten-mill limitation must be approved and certified to the Paulding County Auditor ("Auditor") in order to permit the Council to consider the levy of such a tax and must request that the Auditor certify to the Council the total current tax valuation of the Village, and the number of mills required to generate a specified amount of revenue, or the dollar amount of revenue that would be generated by a specified number of mills.

#### RESOLUTION

**NOW THEREFORE, BE IT RESOLVED**, by the Council, at least two-thirds (2/3<sup>rd</sup>s) of all of the members of the Council concurring, as follows:

1. The amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Village.
2. It is necessary to levy a tax in excess of the ten-mill limitation.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

3. Pursuant to R.C. § 5705.03(B)(1):

a. The purpose of the tax is as follows: To provide and maintain equipment used in the operation of the police department, for the payment of salaries to operate the same, and for all other expenses necessary to operate the police department and provide police protection in the Village.

b. The type of levy is as follows:

\_\_\_\_\_ additional levy

  X   renewal levy: \_\_\_\_\_ increase \_\_\_\_\_ decrease

\_\_\_\_\_ replacement levy: \_\_\_\_\_ increase \_\_\_\_\_ decrease

c. The sections of the Revised Code authorizing submission of the question of the tax are R.C. §§ 5705.03, 5705.191, and 5705.25 and the following:

  § 5705.19(J)  

d. The term of the tax is as follows (in years or continuing):

  5 years  

e. The territory where the tax is to be levied is as follows:

  X   Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

\_\_\_\_\_

f. The date of the election at which the question of the tax shall appear on the ballot is as follows:

  November 6, 2018

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OH IO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

- g. The territory where the ballot measure is to be submitted is as follows:

  X   Upon the entire territory of the Village

           If authorized by the Revised Code, the following described portion of the territory of the Village:

- h. The tax will be first levied and collected as follows:

The tax year in which the tax will first be levied is 2019; and

The calendar year in which the tax will first be collected is 2020.

- i. The Village has territory in Paulding County and each of the following listed counties: None other than Paulding County.

4. Pursuant to R.C. § 5705.03(B)(1), the Fiscal Officer is hereby directed to certify a copy of this Resolution to the Auditor. The Council hereby requests that the Auditor certify to this Council the following:

- a. The total current tax valuation of the Village;

- b. The number of mills required to generate the following amount of revenue; or,

\$                     

- c. The dollar amount of revenue that would be generated by the levy of the following mills: two-mills.

5. All formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

6. This Resolution is hereby declared to be an emergency measure for the immediate preservation of the public health, safety, and welfare of the Village, and for the further reason that the County Auditor's certification requested herein must be obtained as soon as possible to allow the Council to timely determine whether to proceed with the question of levying a tax in excess of the ten-mill limitation for the purpose of police protection, and this Resolution shall be in full force and effect after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Kenneth Reinhart seconded the motion.

Voted on and signed this 16<sup>th</sup> day of April, 2018, Village of Antwerp, Paulding County, Ohio.

Ray DeLong  
RAY DELONG, MAYOR OF THE VILLAGE OF ANTWERP

ATTEST:

Aimee Lichty  
AIMEE LICHTY, FISCAL OFFICER

State of Ohio  
Paulding County

I, the undersigned Fiscal Officer of the Village of Antwerp, Paulding County, Ohio, hereby certify that the foregoing Resolution No. 2018-01 is taken and copied from the record of proceedings of the Council of the Village of Antwerp, Paulding County, Ohio, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 4-16-18

Aimee Lichty  
Aimee Lichty, Fiscal Officer of the Village of  
Antwerp, Paulding County, Ohio



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2018-C2

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE VILLAGE OF ANTWERP FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WATER FACILITIES, DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, AND DECLARING THE SAME AN EMERGENCY.

WHEREAS, the Village of Antwerp seeks to upgrade its existing water facilities by developing an Asset Management Plan as required by Senate Bill 2; and

WHEREAS, the Village of Antwerp intends to apply for a Water Supply Revolving Loan Account (WSRLA) for the planning, design and/or construction of the water facilities; and

WHEREAS, the Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for the application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Antwerp, County of Paulding, State of Ohio, as follows:

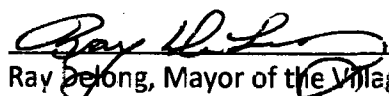
Section 1. That the Village Administrator be and is hereby authorized to apply for a Water Supply Revolving Loan Account (WSRLA) loan, sign all documents for and enter into a Water Supply Revolving Loan Account (WSRLA) agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of water facilities on behalf of the Village of Antwerp, Ohio.

Section 2. That the dedicated source of repayment will be the water fund.

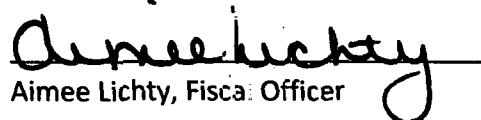
Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village wants to submit an application for funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning and design of an asset management plan for the Village's water facilities and that this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 4-16-18

  
Ray DeLong, Mayor of the Village of Antwerp

Attest

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-07

### **AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2012-27 TO DESIGNATE EAST WOODCOX STREET AS A TWO-WAY STREET EXCEPT DURING THE DAY IN THE PARK FESTIVAL IN WHICH EAST WOODCOX STREET SHALL BE DESIGNATED AS A ONE-WAY STREET**

**WHEREAS**, the Council of the Village of Antwerp, Ohio previously enacted Ordinance No. 2012-27 to designate the name of the street running in a westerly/easterly direction behind Riverside Park between Island Street and East River Street as an extension of and named East Woodcox Street and to designate this street as a one-way street with parking on the south side; and

**WHEREAS**, the Village is promoting the canoe/kayak launch at Riverside Park through the Maumee Water Trail project and in order for vehicles towing boats to access East Woodcox Street and head west from the boat launch on the Maumee River at Riverside Park, East Woodcox Street must be designated a two-way street; and

**WHEREAS**, the Council approves an amendment to Section 2 of Ordinance No. 2012-27 in order to allow East Woodcox Street to be designated a two-way street in order to allow the flow of traffic necessary for ingress and egress onto East Woodcox Street from the boat launch, with the exception that East Woodcox Street shall be designated as a one-way street during the Day in the Park Festival each year in order to expedite the flow and direction of traffic and provide for the safety of pedestrians on this street.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** That Section 2 of Ordinance No. 2012-27 is hereby amended to read as follows:

In order to allow the flow of traffic necessary for ingress and egress onto East Woodcox Street from the boat launch on the Maumee River at Riverside Park, the Council hereby designates the extended portion of East Woodcox Street in the Riverside Park as a two-way street with the exception that during the Day in the Park Festival each year, this extended portion of East Woodcox Street is hereby designated as a one-way street running from west to east. The Administrator for the Village of Antwerp is hereby authorized to purchase any necessary signage to designate the flow of traffic on East Woodcox Street as set forth herein.

**Section 2.** Previous ordinances and/or any portions thereof, including Section 2 of Ordinance No. 2012-27, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.

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

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# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Passed \_\_\_\_\_


lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 21 day of May, 2018.

  
Ray DeLong, Mayor  
Village of Antwerp, Ohio

Attest:

  
Aimee Lichty, Fiscal Officer

1<sup>st</sup> Reading: 3-19-18

2<sup>nd</sup> Reading: 4-16-18

3<sup>rd</sup> Reading: 5-21-18

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2018-08

**AN ORDINANCE AUTHORIZING THE FILING OF AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR SIDEWALK CONSTRUCTION, AND DECLARING THE SAME AN EMERGENCY**

WHEREAS, the Council of the Village of Antwerp, Ohio believes it to be in the best interest of the residents to construct sidewalks along South Erie Street in order to enhance the safety of residents who walk or bicycle to reach critical destinations located on the south side of the community; and

WHEREAS, the United States Congress has set aside monies for Transportation Alternative projects through the State of Ohio, Department of Transportation and local governments are eligible to apply to the Transportation Alternatives Program for these monies and can be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, sidewalk construction is a transportation activity eligible to receive funding through the Transportation Alternatives Program; and

WHEREAS, the Village of Antwerp has been invited to submit an application for Transportation Alternatives Program funds to pay up to ninety-five percent (95%) of the anticipated cost to construct the proposed South Erie Street sidewalks; and

WHEREAS, the cost of construction of the proposed sidewalks is currently estimated to be \$63,256.60 and, if such requested funds are granted, the Village of Antwerp will be responsible for at least five percent (5%) of the construction costs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Antwerp, Paulding, County, Ohio that:

Section 1: The Village Administrator is authorized to file an application with the Ohio Department of Transportation seeking an award of Transportation Alternatives Program funds for the Village of Antwerp South Erie Street sidewalk construction project.

Section 2: The Village Administrator is hereby authorized to enter into and execute such agreements with the Director of Transportation as may be necessary or appropriate to complete the above described project.

Section 3: It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, and welfare of the community and for the further reason that the authorized application must be filed with the Ohio Department of Transportation on or before May 18, 2018, to receive consideration, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

RECORD OF ORDINANCES

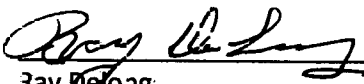
BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Date 4-16-18

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

RESOLUTION NO. 2018-03

A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF  
LEVYING A TAX THAT IS A RENEWAL OF AN EXISTING LEVY IN EXCESS OF  
THE TEN-MILL LIMITATION FOR THE PURPOSE OF POLICE PROTECTION  
(R.C. §§ 5705.03, 5705.19(J), 5705.191, 5705.192, and 5705.25)

The Council of the Village of Antwerp, Paulding County, Ohio ("Council") met in regular session  
on June 18, 2018, with the following members present:

Rudie Reeb  
Kenneth Reinhart  
Dean Rister  
Mike Rehrs  
Keith West  
Jan Reeb

Keith West

moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Council, approved the following resolution declaring the necessity to levy a tax  
in excess of the ten-mill limitation:

Resolution No: 2018-01

Date Approved: April 16, 2018

and,

WHEREAS, the Paulding County Auditor ("Auditor") has certified the following information to  
the Council:

1. The total current tax valuation of the Village is as follows:  
\$20,106,330
2. The number of mills required to generate a specified amount of revenue is, or:
  - Specified amount of revenue: \$ \_\_\_\_\_
  - Required number of mills: \_\_\_\_\_
3. The dollar amount of revenue that would be generated by a specified number of mills is:
  - Specified number of mills: two and zero tenths (2.00) mills
  - Dollar amount of revenue generated: \$35,003
  - This rate amounts to the following for each one hundred dollars of tax valuation:  
twenty cents (\$.20)

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Council, at least two-thirds (2/3) of all of the members of the Council concurring, as follows:

1.

The Council shall proceed with the submission of the question of the tax to electors.
2.

The rate of the tax levy, expressed in mills for each one dollar in tax valuation as estimated by the Auditor, is as follows:

a.

Two-mills;

b.

This rate amounts to the following for each one hundred dollars of tax valuation: twenty cents (\$.20)

c.

If the levy is a renewal levy or a replacement levy, this rate:

X

 is the same rate as the existing tax levy.

\_\_\_\_\_

**is not** the same rate as the existing tax levy and is either:

\_\_\_\_\_

 a reduction, the extent of the reduction being: \_\_\_\_\_ mill(s)

\_\_\_\_\_

 an increase, the extent of the increase being: \_\_\_\_\_ mill(s)
3.

Pursuant to R.C. § 5705.03(B)(1):

a.

The purpose of the tax is as follows:

To provide and maintain equipment used in the operation of the police department, for the payment of salaries to operate the same, and for all other expenses necessary to operate the police department and provide police protection in the Village.

b.

The type of levy is as follows:

\_\_\_\_\_

 additional levy

X

 renewal levy: \_\_\_\_\_ increase \_\_\_\_\_ decrease

\_\_\_\_\_

 replacement levy: \_\_\_\_\_ increase \_\_\_\_\_ decrease

c.

The sections of the Revised Code authorizing submission of the question of the tax are R.C. §§ 5705.03, 5705.191, and 5705.25 and the following:

\_\_\_\_\_

 § 5705.19(J)

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

d. The term of the tax is as follows (in years or continuing):

5 years

e. The territory where the tax is to be levied is as follows:

X Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

f. The date of the election at which the question of the tax shall appear on the ballot is as follows ("Election");

November 6, 2018

g. The territory where the ballot measure is to be submitted is as follows:

X Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

h. The tax will be first levied and collected as follows:

The tax year in which the tax will first be levied is 2019

The calendar year in which the tax will first be collected is 2020

1. The Village has territory in Paulding County and each of the following listed counties: None other than Paulding County.

4. The Fiscal Officer is hereby directed to **certify the levy to the Auditor AND the Board of Elections, Paulding County, Ohio ("BOE")**. Certification shall include copies of **ALL** of the following documents:

a. **Resolution of Necessity** (Resolution No. 2018-01 adopted on April 16, 2018; and,

b. **Certification of the Auditor; and,**

c. **Resolution to Proceed** (This Resolution).

Certification shall occur by no later than 4:00 PM on August 8, 2018 (90 days prior to the Election).

The Fiscal Officer shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

5. The BOE is hereby directed to submit substantially the following question to the electors at the Election:



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

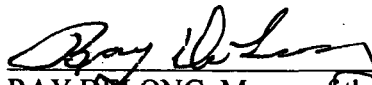
<b>OFFICIAL QUESTIONS AND ISSUES BALLOT</b> NOVEMBER 6, 2018	
<b>PROPOSED TAX LEVY (RENEWAL)</b> <b>VILLAGE OF ANTWERP,</b> <b>PAULDING COUNTY, OHIO</b>	
A majority affirmative vote is necessary for passage	
A renewal of a tax for the benefit of the Village of Antwerp, Paulding County, Ohio, for the purpose of providing and maintaining equipment used in the operation of the police department, for the payment of salaries to operate the same, and for all other expenses necessary to operate the police department and provide police protection in the Village, pursuant to Revised Code §5705.19(j), at a rate not exceeding two (2) mills for each one dollar of valuation, which amounts to twenty cents (\$.20) for each one hundred dollars of valuation, for five (5) years commencing in 2019, first due in calendar year 2020.	
	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

6. All formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

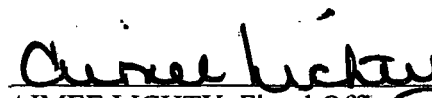
7. This Resolution shall be in full force and effect immediately upon adoption.

Mike Rohrs seconded the motion.

Voted on and signed this June 18, 2018, in the Village of Antwerp, Paulding County, Ohio.

  
 RAY DELONG, Mayor of the Village of Antwerp

ATTEST:

  
 AIMEE LICHTY, Fiscal Officer

First Reading: 5-21-18

Second Reading: 6-13-18

Third Reading: 6-18-18

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

State of Ohio  
Paulding County

I, the undersigned Fiscal Officer of the Village of Antwerp, Paulding County, Ohio, hereby certify that the foregoing Resolution No. 2018- 03 is taken and copied from the record of proceedings of the Council of the Village of Antwerp, Paulding County, Ohio, and that it has been compared by me with the resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 6-18-18

Aimee Lichty  
Aimee Lichty, Fiscal Officer of the Village of  
Antwerp, Paulding County, Ohio

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, O-HIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RESOLUTION NO 2018-04

A RESOLUTION AUTHCRIZING THE VILLAGE ADMINISTRATOR TO FILE AN APPLICATION WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, THROUGH THE STATE OF OHIO NATUREWORKS GRANT PROGRAM, FOR FINANCIAL ASSISTANCE TO MAKE IMPROVEMENTS AT THE RIVERSIDE VETERANS MEMORIAL PARK IN THE VILLAGE OF ANTWERP, OHIO, AND DECLARING IT TO BE AN EMERGENCY

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks Grant Program, and

WHEREAS, the Ccuncil of the Village of Antwerp desires financial assistance under the NatureWorks Grant Program in order to make improvements at the Riverside Veterans Memorial Park, specifically to resurface the roads at the park (Island Street and East Woodcox Street) and install parking spaces.

NOW, THEREFORE, be it resolved by the Village of Antwerp, County of Paulding, State of Ohio, as follows:

Section 1. The Council of the Village of Antwerp approves filing an application for financial assistance in order to make improvements at the Riverside Veterans Memorial Park, specifically to resurface the roads at the park (Island Street and East Woodcox Street) and install parking spaces.

Section 2. The Village Administrator is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3. The Village of Antwerp agrees to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the NatureWorks Grant Program.

Section 4. It is found and determined that all fermal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requiremerts including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohic Revised Code.

Section 5. This Resolution is declared to be an emergency measure necessary for immediate preservation of the public health, safety, and welfare of the Village and for the further reason that the Village wants to submit an application for funds from the Ohio Department of Natural Resources, through the State of Ohio NatureWorks Grant

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

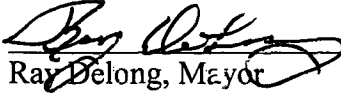
Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

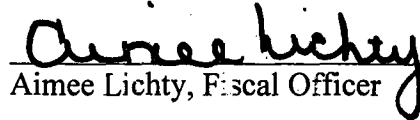
Program, to improve the park roads and install parking spaces at the park, and that this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 5.21.18

  
Ray Delong, Mayor

## CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Council of the Village of Antwerp held on the 21<sup>st</sup> day of May, 2018, and that I am duly authorized to execute this certificate.

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## Resolution No. 2018-05

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT AND ENTER INTO A COOPERATIVE AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE VILLAGE OF ANTWERP'S WATER FACILITIES BETWEEN THE VILLAGE OF ANTWERP, OHIO AND THE OHIO WATER DEVELOPMENT AUTHORITY, DESIGNATING A DEDICATED REPAYMENT SOURCE, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp seeks to upgrade its existing water facilities and intends to apply for a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the construction, maintenance and operation of the Village's water facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on the terms set forth in the Cooperative Agreement; and

WHEREAS, the OWDA requires the local government agency to pass legislation for the application of a loan and the execution of the Cooperative Agreement as well as designating a dedicated repayment source.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Antwerp, County of Paulding, State of Ohio, as follows:

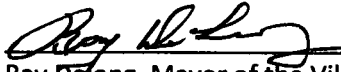
Section 1. That the Council of the Village of Antwerp hereby authorizes the Mayor of the Village of Antwerp to apply for a loan to finance costs of construction, maintenance and operation of the Village's water facilities, sign all documents, and enter into a Cooperative Agreement for Construction, Maintenance and Operation of the Village's Water Facilities with the OWDA under the provisions, terms and conditions set forth in the Cooperative Agreement (the "Cooperative Agreement") substantially in the form set forth in Exhibit A attached hereto. The Mayor and Fiscal Officer of the Village of Antwerp are hereby authorized to execute the Cooperative Agreement.

Section 2. That the dedicated source of repayment will be the water fund.

Section 3. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that funding is necessary in order to proceed at the earliest possible time for the construction of the water plant improvements to protect the health of the inhabitants of the Village of Antwerp and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 6-18-18

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

RESOLUTION NO. 2018-06

A RESOLUTION ACCEPTING THE LOWEST AND BEST BID FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Ohio ("Village") is in need of making improvements to its Water Treatment Plant; and

WHEREAS, the Village advertised for bids May 9, 2018 and May 16, 2018, in a newspaper of local circulation, to be submitted for the work required to make the necessary improvements; and

WHEREAS, the Village of Antwerp received and opened bids on May 24, 2018, at 11:00 a.m., in the presence of the Village Administrator and a witness; and

WHEREAS, R.G. Zachrich Construction, Inc., 10105 Haller Street, Defiance, Ohio 43512, submitted the lowest and best bid in the amount of Two Hundred Five Thousand Six Hundred Seventy-Two and 00/100 dollars (\$205,672.00) Total Base Bid to perform the work to make the necessary improvements to the Water Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:

Section 1. The lowest and best bid of R.G. Zachrich Construction, Inc., 10105 Haller Street, Defiance, Ohio 43512, was Two Hundred Five Thousand Six Hundred Seventy-Two and 00/100 dollars (\$205,672.00) Total Base Bid.

Section 2. The Engineer, Poggemeyer Design Group, Inc., recommends R.G. Zachrich Construction, Inc. as the lowest and best bidder after reviewing the bid tabulations.

Section 3. The Village Council accepts the bid of R.G. Zachrich Construction, Inc. as recommended by Poggemeyer Design Group, Inc. The Mayor is authorized to enter into a contract, along with any and all necessary documents ancillary to this contract, with R.G. Zachrich Construction, Inc. in the amount of Two Hundred Five Thousand Six Hundred Seventy-Two and 00/100 dollars (\$205,672.00) Total Base Bid, for the improvements to the Water Treatment Plant.

Section 4. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need to make improvements to the Water Treatment Plant, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 6-18-18
 Ray Delong,
 Mayor of the Village of Antwerp

Attest:
 Aimee Lichty
 Aimee Lichty, Fiscal Officer

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BARRETT BROTHERS - DAYTON, OHIO

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

CERTIFICATION

STATE OF OHIO                    )  
  )SS:  
COUNTY OF PAULDING        )

I, Aimee Lichty, Fiscal Officer of the Village of Antwerp, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2017- 06 passed by the Council of the Village of Antwerp on December 5, 2017; that publication of such Resolution has been made and certified of record according to law; and that no proceedings looking to a referendum upon such Resolution has been taken.

Aimee Lichty  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2018-10

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$32,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

WHEREAS, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

WHEREAS, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

WHEREAS, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

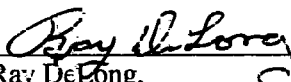
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.


**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 6-18-18

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2018-09

AN ORDINANCE AMENDING SECTION 112.03 OF THE OHIO BASIC CODE  
ON THE APPLICATION PROCEDURE FOR LICENSES REQUIRED  
UNDER CHAPTER 112 OF THE OHIO BASIC CODE

WHEREAS, the Council of the Village of Antwerp, Ohio, adopted the Ohio Basic Code, including Chapter 112 entitled Peddlers, Itinerant Merchants, and Solicitors; and

WHEREAS, Section 112.03 on the Application Procedure is hereby amended in order to set the fee for the license required by Chapter 112 and to include additional items to be submitted by each applicant as part of the application procedure.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

Section 1. That Section 112.03 of the Ohio Basic Code as adopted by the Council of the Village of Antwerp is amended to read as follows:

- (A) All applicants for licenses required by this chapter shall file an application with the Chief of Police of the Antwerp Police Department. This application shall be signed by the applicant, and the applicant shall provide the following information:
- (1) The name, age, and general physical description of the applicant;
  - (2) The address and mobile phone number of the applicant;
  - (3) The name and address of the person, if any, for whose purpose the business will be carried on, and, if a corporation, the state of incorporation and a copy of the certificate of existence issued from that state's secretary of state for such corporation;
  - (4) The name, address and mobile phone number of the individual having management authority or supervision of the applicant's business during the time that is proposed to be carried on in the municipality;
  - (5) The time period or period during which it is proposed to carry on the applicant's business;
  - (6) The nature, character, and quality of the goods or services to be offered for sale or delivered, including the invoice value of any goods and whether they are to be sold by sample as well as from stock, where and by whom such goods are manufactured or grown, and where such goods are at the time of application;
  - (7) Whether or not the applicant, the person for whose purpose the business will be carried on, and/or the individual having management or supervision of the applicant's business has been convicted of any crime or misdemeanor and, if so, the nature of each offense and the penalty assessed for each offense;
  - (8) Whether or not the applicant, the person for whose purpose the business will be carried on, and/or the individual having management or supervision of the applicant's business has been denied a license or such license has been suspended and/or revoked to engage in business similar to being sought in this application in the capacity of a solicitor, peddler, or itinerant merchant by any governmental authority, describing with particularity the date, place, and grounds upon which such action was taken;
  - (9) Two (2) photographs of the applicant clearly and accurately depicting the applicant's facial features, and the applicant consents to a photograph of the applicant being posted on the Village of Antwerp's website as part of the application submission;
  - (10) A description of the make, model, and license plate number of any vehicle to be used by the applicant in connection with the applicant's proposed activities together with copies of registration to the vehicle, the applicant's driver's license

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Passed \_\_\_\_\_, \_\_\_\_\_

- and proof of compliance with applicable requirements of Ohio R.C. Chapter 4509, and two (2) photographs of each vehicle clearly and accurately depicting the vehicle from the front and side, including the license plate of the vehicle, and the applicant consents to the photographs of any vehicles being posted on the Village of Antwerp's website as part of the application submission;
- (11) Copies of the credentials from the person for whose purpose the applicant proposes to do business, authorizing the applicant to act as such representative;
  - (12) Applicants who propose to handle foodstuffs shall attach a copy of a statement from a licensed physician, dated not more than 14 days prior to the date of the application, certifying the applicant to be free of contagious or communicable disease;
  - (13) Each applicant must obtain a BCI and FBI fingerprint background check and request that the results be sent to the Chief of Police of the Village of Antwerp, and such results must be dated not more than 30 days prior to the date of the application; and
  - (14) Each application must be accompanied by a check made payable to the Village of Antwerp in the amount of \$50.00, which will be deposited into the General Fund.

**Section 2.** Previous ordinances and/or any portions thereof, including Section 112.03 of the Ohio Basic Code adopted by the Council of the Village of Antwerp, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 16 day of July, 2018.

  
Ray DeLong, Mayor  
Village of Antwerp, Ohio

Attest:

  
Aimee Lichty, Fiscal Officer

1<sup>st</sup> Reading: 5-21-18

2<sup>nd</sup> Reading: 6-18-18

3<sup>rd</sup> Reading: 7-16-18

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-11

### **AN ORDINANCE AMENDING SECTION 5 ON PROCEDURE WHEN OWNER FAILS TO COMPLY WITH NOTICE VIOLATION OF ORDINANCE NO. 2013-30 ENTITLED AN ORDINANCE ESTABLISHING THE REGULATION OF WEEDS AND LITTER ON PRIVATE PROPERTY IN THE VILLAGE OF ANTWERP, OHIO**

**WHEREAS**, the Council of the Village of Antwerp previously enacted Ordinance No. 2013-30 establishing the regulations of weeds and litter on private property in the Village of Antwerp, Ohio; and

**WHEREAS**, due to the need to address the costs incurred by the Village to cut and destroy noxious weeds as set forth in Section 5 of Ordinance No. 2013-30 regarding the procedure when owner fails to comply with notice of violation, Section 5 of Ordinance No. 2013-30 needs amended to increase the charges for cutting and destroying noxious weeds by the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** That Section 5 of Ordinance No. 2013-30 currently reads as follows:

#### **Section 5. Procedure When Owner Fails to Comply with Notice of Violation.**

If the owner, lessee, agent, or tenant having charge of the lands mentioned in this Ordinance fails to comply with the notice required by Section 2, the Village Council may cause such noxious weeds to be cut and destroyed and may employ the necessary labor to perform the task. All expenses incurred shall, when approved by the Village Council, be paid out of the money in the treasury of the Village not otherwise appropriated. The charge for cutting and destroying noxious weeds on any lot in the Village shall be \$50.00, except for a lot that is larger than one-half (½) acre. The charge for cutting and destroying noxious weeds on any lot in the Village that is larger than one-half (½) acre shall be \$75.00.

**Section 2.** That Section 5 of Ordinance No. 2013-30 is amended to read as follows:

#### **Section 5. Procedure When Owner Fails to Comply with Notice of Violation.**

If the owner, lessee, agent, or tenant having charge of the lands mentioned in this Ordinance fails to comply with the notice required by Section 2, the Village Council may cause such noxious weeds to be cut and destroyed and may employ the necessary labor to perform the task. All expenses incurred shall, when approved by the Village Council, be paid out of the money in the treasury of the Village not otherwise appropriated. The charge for cutting and destroying noxious weeds on any lot in the Village shall be \$100.00, except for a lot that is larger than one-half (½) acre. The charge for cutting and destroying noxious weeds on any lot in the Village that is larger than one-half (½) acre shall be \$200.00.

# RECORD OF ORDINANCES

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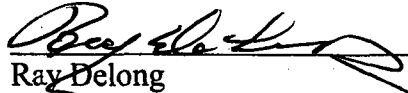
Passed \_\_\_\_\_, \_\_\_\_\_

**Section 3.** Previous ordinances and/or any portions thereof, including Section 5 of Ordinance No. 2013-30, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.


**Section 4.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

Enacted this 17<sup>th</sup> day of Sept, 2018.

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

First Reading: July 16, 2018

Second Reading: August 20, 2018

Third Reading: Sept 17, 2018

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-12

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$32,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

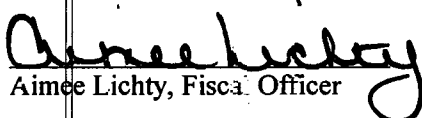
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 8.20.18

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-13

### AN ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP TO ENTER INTO AN OHIO ELECTRICITY SUPPLY AGREEMENT WITH CONSTELLATION NEWENERGY, INC. FOR A TERM OF TWENTY-FOUR (24) MONTHS COMMENCING IN MAY 2019; AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Ohio (the "Village") and Champion Energy Sales, LLC currently are parties to an agreement for the purpose of the Village buying electricity delivered and used at the various buildings and wells owned by the Village and the same being supplied by Champion Energy Sales, LLC at a rate of \$0.0505 per kilowatt hour, which agreement will expire in May 2019; and

WHEREAS, the Village desires to enter into an Ohio Electricity Supply Agreement with Constellation NewEnergy, Inc. for the purpose of the Village buying electricity to be delivered and used at the various buildings and wells owned by the Village and the same supplied by Constellation NewEnergy, Inc. for a twenty-four (24) month period commencing at the expiration of the current agreement (in May 2019), at the rate of \$0.04302 per kilowatt hour; and

WHEREAS, in order to lock in this lower rate for the purchase and supply of electricity for the twenty-four (24) month period commencing in May 2019, the Village and Constellation NewEnergy, Inc. must enter into an agreement for the same in August 2018.


NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, and State of Ohio:

Section 1. The Mayor of the Village of Antwerp, Ohio, is hereby authorized to enter into the Constellation NewEnergy, Inc. Ohio Electricity Supply Agreement by and between the Village and Constellation NewEnergy, Inc. for the purpose of the Village buying electricity to be delivered to and used at the various buildings and wells owned by the Village and the electricity being supplied by Constellation NewEnergy, Inc. at the rate of \$0.04302 per kilowatt hour for a twenty-four (24) month period commencing at the expiration of the current agreement (in May 2019). A true and accurate copy of said Agreement is attached hereto and incorporated herein by reference.

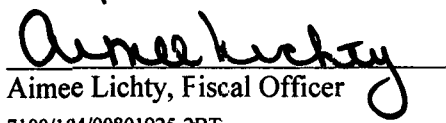
Section 2. It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and to allow the Village to lock in the lower rate for the delivery and use of electricity at the buildings and wells owned by the Village. This Ordinance shall take effect and be in force immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: August 20, 2018.

  
Ray DeLong, Mayor of the  
Village of Antwerp, Ohio

Attest:

  
Aimee Lichty, Fiscal Officer

7100/104/00801925-2BT

**Constellation NewEnergy, Inc.  
Ohio Electricity Supply Agreement**

**VILLAGE OF ANTWERP ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**Affirmative Consent.** You expressly provide your affirmative consent to modify the Price as described in the Change in Law provision in Section 5 of the General Terms and Conditions below.

**Cost Components.** For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions. If a cost component below is listed as "Included in Price subject to Change in Law" then such cost(s) are included in the contract price(s) in the Account Schedule below and are only subject to change if there is a change in law as described in Section 5 of the General Terms and Conditions below.

Energy Costs	Included in Price subject to Change in Law
Ancillary Services And Other ISO Costs	Included in Price subject to Change in Law
Auction Revenue Rights Credits	Included in Price subject to Change in Law
Capacity Costs	Included in Price subject to Change in Law
Transmission Costs	Not Applicable
Transmission Loss Credits	Included in Price subject to Change in Law
Line Loss Costs	Included in Price subject to Change in Law
FERC Order 745 Costs	Included in Price subject to Change in Law
Balancing Congestion Costs	Included in Price subject to Change in Law

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are Not Applicable to this Agreement.

Except in the case of Transmission Costs, all other costs listed above as "Included in Price subject to Change in Law" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

**Cost Components invoiced directly by the UDC.** The extent any of the Cost Components above are "Not Applicable", it means that charges for those Cost Components will be invoiced directly by the UDC ("UDC Charges"). If during the term of this Agreement, some or all of the UDC Charges are no longer invoiced by the UDC, we will pass those charges through to you.

FOR INTERNAL USE ONLY



**Retail Trade Transactions.** At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") (or in NYISO Zone J, the ISO-published Day Ahead LMP) + \$.018070/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty-one (21) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Ohio, the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**Conditions of Service.** For Account(s) located in the State of Ohio, in order for us to perform under this Agreement, you must comply with the terms of the UDC's tariffs and the Account(s) must be successfully enrolled in our name with a switch date assigned by the UDC (the "Conditions of Service"). Those terms, in part, require you to: (a) if applicable, enter into agreements with UDC for distribution service and (b) provide communication link(s) for any interval meter installed or to be installed by the UDC. For accounts located in Dayton Power & Light service territory, interval meters are required if the most recent 12-month period peak demand is equal or greater than 100 kW. For Accounts located in the AEP Ohio or Duke Energy Ohio service territory, interval meters meeting the UDC's requirements and a dedicated analog phone line are required if the most recent 12-month period peak demand is greater than 200kW. You are responsible for the incremental costs of the interval meters and dedicated phone line (as applicable) and the incremental costs associated with the installation of the required interval metering and dedicated phone line (as applicable). You must sign and submit to the UDC, with a copy to us, a work order

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request before we can enroll the Account. Should you fail to install the required equipment, you acknowledge that the UDC may choose to switch your Account(s) back to UDC service.

**Environmental Disclosure Information.** For Account(s) located in the State of Ohio, our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A hereto and incorporated herein by reference and will be made available periodically with our invoices and is available upon request.

**Right to Rescission.** For Account(s) located in the State of Ohio, if your Account(s) is classified by the UDC as a "Small Commercial Customer" (defined as a commercial or industrial customer using less than 700,000 kWh annually and not part of a national account with multiple facilities in one or more states), you will receive a confirmation notice from your UDC indicating your selection of Seller as your Competitive Retail Electric Service Supplier ("CRES Supplier"). Upon receipt of the notice, you may rescind this Agreement without penalty at any time within the 7-day rescission period by following the instructions provided by the UDC. You must write or call the UDC to submit your rescission request by following the instructions on the UDC notice.

**Right to Cancel.** For Account(s) located in the State of Ohio, if you are a Small Commercial Customer and you move outside of where we provide service or into an area where we charge a different price, either of us may terminate the Agreement without penalty. **We have the right to terminate this Agreement for any failure by you to comply with any material obligations as more specifically set forth in Sections 3 and 4 of our General Terms and Conditions attached hereto.** If you are a Small Commercial Customer, we have to provide you 14 days prior written notice if we exercise our rights to terminate this Agreement pursuant to our rights set forth in Section 4 of our General Terms and Conditions attached hereto. Also, as a Small Commercial Customer, if we fail to comply with any material obligations, you may also terminate the Agreement and are entitled to the same remedies available to us, including those set forth in Section 4 of the General Terms and Conditions. Should the Agreement be canceled, terminated or expired, you agree to remit full payment, without offset or reduction of any kind, within 21 days of a final invoice date, of all outstanding charges, inclusive of all applicable fees and collection costs. Upon cancellation of this Agreement, your electric service will automatically default to the UDC's Standard Service Offer supply unless you select another CRES Supplier. You acknowledge that taking service under the UDC's Standard Service Offer supply will mean a return to regulated electric service, including energy, transmission and distribution services provided by the UDC under its applicable tariffs. Such UDC service does not necessarily entitle you to the same rates, terms and conditions that apply to other customers served by the UDC.

**Right to Request/Release Information.** For Account(s) located in the State of Ohio, you may request, twice within a 12-month period, up to 24 months of your payment history information with Seller without charge from Seller. Seller is prohibited from disclosing Small Commercial Customer's social security number or UDC account number without the Customer's affirmative written consent, except for Seller's collections and credit reporting, any participation in programs subject to the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code, or assigning this Agreement to another CRES Supplier pursuant to the assignment provisions of this Agreement.

**Right to Renew.** For Account(s) located in the State of Ohio, if you are a Small Commercial Customer, you also acknowledge and agree that if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month basis at the Holdover Rate described in the Term Section above, even though such Holdover Rate is a change in your price under this Agreement.

**Budget Billing/UDC Billing.** For Account(s) located in the State of Ohio, Seller does not offer budget billing. Your failure to timely pay all applicable UDC charges to the UDC may result in your Account(s) being disconnected. **You acknowledge that your price is in addition to any amount that may be charged to you by your UDC as a switching fee pursuant to us enrolling your Account(s) with such UDC.**

**Customer Complaints.** For Account(s) located in the State of Ohio, any complaints or disputes regarding your service may be directed to our Customer Service at the contact information listed below. If your complaints are not resolved after you have called us and/or your UDC (at the contact information provided below), or for general UDC information, you may call the Public Utilities Commission of Ohio (PUCO) for assistance toll free at 800-686-7826 or 614-466-3292, or for TTY toll free at 800-686-1570 from 8:00 am to 5:00 pm EPT week days, or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Ohio Power Company	OPC	1-800-277-2177

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Antwerp

Signature: \_\_\_\_\_

Signature: Ray DeLong

Printed Name:

Title:

Printed Name:

Title:

Date:

Address: 1221 Lamar St. Suite 750

Houston, TX 77010

Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

Address: PO BOX 1046, 118 N MAIN ST  
ANTWERP, OH 458131046

Fax:

Phone:

Email:

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Mar-01-2016 ()

Sales Rep: Stephanie Roy

G229735.50099.0 Printed: 8/2/2018

## General Terms and Conditions

### 1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

**"Balancing Congestion Costs"** means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Included in Price subject to Change in Law," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, established by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to

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us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
  - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us
- ; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in tariff or law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events

shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this

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Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

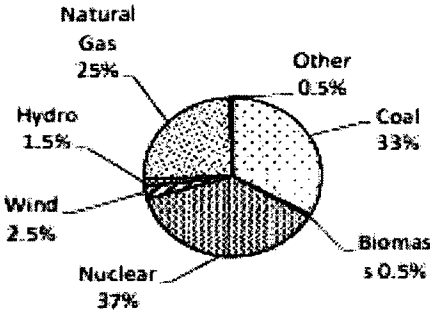
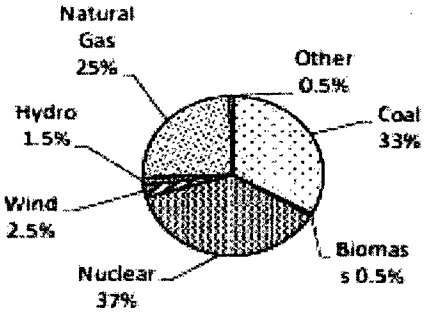
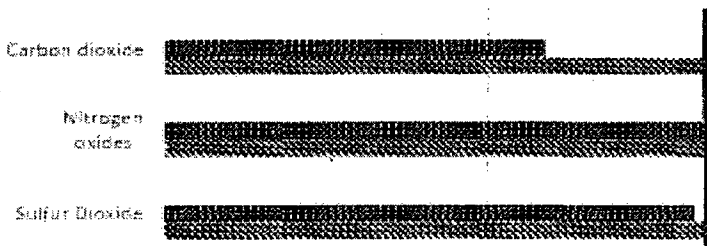
including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests",

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Environmental Disclosure Information – Quarterly Comparisons			
Constellation NewEnergy, Inc.			
Projected Data for the 2016 Calendar Year			
Actual Data for the Period 01/01/16 to 9/30/16			
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> 		<b>Actual</b> 
<b>Environmental Characteristics–</b> A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste	
	Coal Power	Air Emissions and Solid Waste	
	Hydro Power	Wildlife Impacts	
	Natural Gas Power	Air Emissions and Solid Waste	
	Nuclear Power	Radioactive Waste	
	Oil Power	Air Emissions and Solid Waste	
	Other Sources	Unknown Impacts	
	Solar Power	No Significant Impacts	
	Unknown Purchased Resources	Unknown Impacts	
Wind Power	Wildlife Impacts		
<b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.			
	<div><div>■ Actual</div><div>▨ Projected</div></div> <div><b>Regional Average</b></div>		
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<b>Type:</b>		<b>Quantity:</b>
	High-Level Radioactive Waste		Unknown Lbs./1,000 kWh
	Low-Level Radioactive Waste		Unknown Ft <sup>3</sup> /1,000 kWh
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Constellation at <a href="http://www.constellation.com">www.constellation.com</a> or by phone at (888) 635-0827.			



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**ACCOUNT SCHEDULE:  
For: Village of Antwerp**

**The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on August 2, 2018**

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.  
Your review and acceptance of this information will help ensure accurate future invoices**

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

**THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 29

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
OPC	00140060702209263	302 E Washington St, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060703009201	204 ARCHER DR, GARAGE, ANTWERP, OH 458138499	05/30/19	05/27/21	\$0.04302
OPC	00140060708736721	102 Erie St, WATER WORKS, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060709450181	204 ARCHER DR, GARAGE, ANTWERP, OH 458138499	05/30/19	05/27/21	\$0.04302
OPC	00140060714053984	W River St STR Light Circuit, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060715388235	Road 176, OL, Antwerp, OH 45813	05/31/19	05/31/21	\$0.04302
OPC	00140060716908652	109 Erie St, WTR PUMPING STA, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060717934880	503 W River St, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060723141610	W DAGGETT ST, FIRE DEPT, ANTWERP, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060725648133	N Main St, SEWER PUMPING, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060725864285	E River St Bldg Park Dr, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060729689563	COUNTY ROAD 424, OL - PARK, ANTWERP, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060734977365	Woodcox St, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060737118340	401 S HARRMANN RD, ANTWERP, OH 458139581	05/30/19	05/27/21	\$0.04302
OPC	00140060739098104	TOWN HALL, 118 N MAIN ST, ANTWERP, OH 458138402	05/30/19	05/27/21	\$0.04302
OPC	00140060742337871	203 S Cleveland St, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060754202361	County Road 424, LIGHTING-PARK, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060755562971	Erie St, WATER PUMPING, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060762067082	Erie St, WATER PUMPING, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302

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OPC	00140060762295150	STONE ST, LIFT STATION, ANTWERP, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060765717581	514 N MAIN ST, ANTWERP, OH 458138405	05/30/19	05/27/21	\$0.04302
OPC	00140060770157513	204 W Daggett St, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060778043314	Erie St, WATER PUMPING, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060784499492	TOWN HALL, 118 N MAIN ST, ANTWERP, OH 458138402	05/31/19	05/30/21	\$0.04302
OPC	00140060791494375	Road 43, TREATMENT PLT, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060792827043	S Main St, Antwerp, OH 45813	05/30/19	05/27/21	\$0.04302
OPC	00140060794807175	303 S HARRMANN RD, CROSS GAURDFLASHING LITES, ANTWERP, OH 458139574	05/31/19	05/31/21	\$0.04302
OPC	00140060796039340	13800 ROAD 43, ANTWERP, OH 458139417	05/30/19	05/27/21	\$0.04302
OPC	00140060796713130	240 E RIVER ST, ANTWERP, OH 458139490	05/30/19	05/27/21	\$0.04302

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

**Payments to Certain Third-Parties:** You acknowledge and understand that:

- We are making a payment to Muirfield Energy, Inc in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Muirfield Energy, Inc
- Muirfield Energy, Inc is acting on your behalf as your representative and is not a representative or agent of ours.
- You should direct any questions regarding such fee to Muirfield Energy, Inc.

FOR INTERNAL USE ONLY

## Village of Antwerp



Product: Fixed All-Inclusive	Offer Valid:	12 Months	18 Months	24 Months	36 Months	48 Months
Supplier	From To	Price	Price	Price	Price	Price
AEP Energy	7/30/2018 7/30/2018	\$ 0.046010	\$ 0.044950	\$ 0.044970	\$ 0.045520	\$ 0.046960
APG&E Energy Solutions	7/30/2018 7/30/2018	\$ 0.048530	\$ 0.047570	\$ 0.047430	\$ 0.048060	\$ 0.048490
Champion Energy Services	7/30/2018 7/30/2018	\$ 0.046080	\$ 0.044980	\$ 0.045040	\$ 0.045660	\$ 0.046400
Constellation Energy - New Energy Power	7/30/2018 7/30/2018	\$ 0.043970	\$ 0.043390	\$ 0.043020	\$ 0.043310	\$ 0.043520
Crius Energy Family of Brands	7/30/2018 7/30/2018	\$ 0.050340	\$ 0.049840	\$ 0.049460	\$ 0.050500	\$ 0.051490
Direct Energy Business, LLC	7/30/2018 7/30/2018	\$ 0.045280	\$ 0.044270	\$ 0.044180	\$ 0.044600	\$ 0.044530
Dynegy Energy Services, LLC	7/30/2018 7/30/2018	\$ 0.045100	\$ 0.044000	\$ 0.043900	\$ 0.044500	No Bid
ENGIE Resources, FKA GDF Suez	7/30/2018 7/30/2018	\$ 0.050000	\$ 0.049000	\$ 0.049030	\$ 0.050150	\$ 0.051400
Entrust Energy	7/30/2018 7/30/2018	\$ 0.048710	\$ 0.047960	\$ 0.047550	\$ 0.047750	\$ 0.047830
Freepoint Energy Solutions	7/30/2018 7/30/2018	\$ 0.044360	\$ 0.043410	\$ 0.043190	\$ 0.043660	No Bid
Hudson Energy	7/30/2018 7/30/2018	\$ 0.046100	\$ 0.045200	\$ 0.045400	\$ 0.045900	No Bid
LifeEnergy, LLC	7/30/2018 7/30/2018	\$ 0.049790	\$ 0.048230	\$ 0.048150	\$ 0.049050	No Bid
MidAmerican Energy	7/30/2018 7/30/2018	\$ 0.046870	\$ 0.045850	\$ 0.045570	\$ 0.045930	\$ 0.046110
Nordic Energy Services, LLC	7/30/2018 7/30/2018	\$ 0.049360	\$ 0.048230	\$ 0.047930	No Bid	No Bid
Santanna Energy Services	7/30/2018 7/30/2018	\$ 0.050990	\$ 0.048510	\$ 0.049060	No Bid	No Bid
SFE Energy	7/30/2018 7/30/2018	\$ 0.055100	\$ 0.053200	\$ 0.053300	\$ 0.054000	No Bid
Source Power & Gas	7/30/2018 7/30/2018	\$ 0.045380	\$ 0.044570	\$ 0.044500	\$ 0.045630	\$ 0.046130

Once you have decided upon a pricing solution, please contact Cathi Lydy, your Energy Consultant, at (419) 265-0758.  
A contract will be forthcoming once you speak to your Energy Consultant regarding your decision.

EDC Account Numbers Included	Service Address	City	Annual kWh	Utility	Anticipated Meter Read Start
00140060784499492	118 N Main St	Antwerp	103,143	AEP - Ohio Power	5/31/2019
00140060708736721	102 Erie St	Antwerp	142,196	AEP - Ohio Power	5/22/2019
00140060762295150	Stone St	Antwerp	38,633	AEP - Ohio Power	5/22/2019
00140060791494375	Road 43	Antwerp	70,356	AEP - Ohio Power	5/22/2019
00140060739098104	118 N Main St	Antwerp	21,045	AEP - Ohio Power	5/22/2019
00140060755562971	Erie St	Antwerp	59,652	AEP - Ohio Power	5/22/2019
00140060754202361	County Road 424	Antwerp	6,810	AEP - Ohio Power	5/22/2019
00140060725648133	N Main St	Antwerp	11,390	AEP - Ohio Power	5/22/2019
00140060778043314	Erie St	Antwerp	61,730	AEP - Ohio Power	5/22/2019
00140060715388235	Road 176	Antwerp	484	AEP - Ohio Power	5/23/2019
00140060723141610	W Daggett St	Antwerp	7,270	AEP - Ohio Power	5/22/2019
00140060729689563	County Road 424	Antwerp	482	AEP - Ohio Power	5/22/2019
00140060716908652	109 Erie St	Antwerp	482	AEP - Ohio Power	5/22/2019
00140060737118340	401 S Harrmann Rd	Antwerp	1,489	AEP - Ohio Power	5/22/2019
00140060765717581	514 N Main St Pump	Antwerp	127	AEP - Ohio Power	5/22/2019
00140060725864285	E River St Bldg Park Dr	Antwerp	4,582	AEP - Ohio Power	5/22/2019
00140060702209263	302 E Washington St	Antwerp	10,609	AEP - Ohio Power	5/22/2019
00140060796039340	13800 Road 43	Antwerp	54	AEP - Ohio Power	5/22/2019
00140060796713130	240 E River St STLIGHT	Antwerp	2,024	AEP - Ohio Power	5/22/2019
00140060709450181	204 Archer Dr Garage	Antwerp	441	AEP - Ohio Power	5/22/2019
00140060703009201	204 Archer Dr Garage	Antwerp	482	AEP - Ohio Power	5/22/2019
00140060762067082	Erie St	Antwerp	18	AEP - Ohio Power	5/22/2019
00140060714053984	W River St STR Light Circuit	Antwerp	2,433	AEP - Ohio Power	5/22/2019
00140060734977365	Woodcox St	Antwerp	18,507	AEP - Ohio Power	5/22/2019
00140060792827043	S Main St	Antwerp	1,955	AEP - Ohio Power	5/22/2019
00140060794807175	303 S Harrmann Rd	Antwerp	2,815	AEP - Ohio Power	5/22/2019
00140060770157513	204 W Daggett St	Antwerp	10,025	AEP - Ohio Power	5/22/2019
00140060742337871	203 S Cleveland St	Antwerp	70	AEP - Ohio Power	5/22/2019
00140060717934880	503 W River St	Antwerp	15,238	AEP - Ohio Power	5/22/2019
			<b>594,542</b>		

Current Contract expires May 2019 w/  
rate of .0505

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RESOLUTION NO. 2018-07

**A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP, OHIO, TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED TO OBTAIN FINANCIAL ASSISTANCE FOR S. MAIN STREET AND E. CANAL STREET WATERLINE IMPROVEMENTS; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the State Capital Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure; and

**WHEREAS**, the Village of Antwerp is planning to make capital improvements to the S. Main Street and E. Canal Street Waterlines; and

**WHEREAS**, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission ("OPWC") programs.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Mayor of the Village of Antwerp, Ohio, is hereby authorized to apply to the OPWC for funds to be used in capital improvements to the S. Main Street and E. Canal Street Waterlines.

**Section 2.** The Mayor of the Village of Antwerp, Ohio, is further authorized to enter into any agreement as may be necessary and appropriate for obtaining this financial assistance.

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

**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village needs to make improvements to the S. Main Street and E. Canal Street Waterlines for the well-being of the residents and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

Passed: Aug 20, 2018.

Ray DeLong  
Ray DeLong, Mayor  
Village of Antwerp

Attest:  
Aimee Lichty  
Aimee Lichty, Fiscal Officer

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Village Council)

Revised Code, Secs. 5705.34, - .35.

The Council of the Village of Antwerp, Paulding County, Ohio, met in regular session on the 20<sup>th</sup> day of Aug., 2018, at the office of the village council with the following members present:

Jan Reeb  
Rudie Reeb  
Dean Roster  
Mike Rohrs  
Keith West

Keith West moved the adoption of the following Resolution:

**WHEREAS**, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2019; and

**WHEREAS**, The Budget Commission of Paulding County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Council of the Village of Antwerp, Paulding County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**

**Summary of Amounts Required From General Property Tax Approved By  
Budget Commission and County Auditor's Estimated Tax Rates**

Fund	Amount Approved By Budget Commission Inside 10 Mill Limitation	Amount To Be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate Of Tax Rate To Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column I	Column II	III	IV
General Fund	\$36191.		1.80	
1976 FIRE Levy		14108.		2.00
1984 Police Levy		61807.		5.50
1986 EMS Levy		5620.		.50
2006 Cemetery		14861.		.80
2008 FIRE & EMS Levy		19036.		1.00
2004 POLICE		35003.		2.00
2005 Current Expense		18576.		1.00
2015 Fire		51224.		2.63
<b>Total</b>	<b>\$36191.</b>	<b>\$220235.</b>	<b>1.80</b>	<b>15.43</b>

\$15,658,300. Ag/Res  
3,205,140. Com/In  
1,242,890. PP  
20,106,330. Total

**Schedule B**

**Levies Outside 10 Mill Limitation, Exclusive of Debt Levies**

Fund	Date of Vote	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>Special Revenue Funds:</b>			
1976 FIRE levy authorized by voters on for not to exceed CONT. years.	11-05-85	2.00	\$14108.
1984 POLICE Levy authorized by voters on for not to exceed CONT. years.	05-08-84	5.50	\$61807.
1986 EMS Levy authorized by voters on For not to exceed CONT. years.	11-04-86	.50	\$5620.
2006 Cemetery Levy authorized by voters on for not to exceed 5 years.	11-03-15	.80	\$14861.
2008 FIRE & EMS Levy authorized by voters on for not to exceed 5 years.	11-07-17	1.00	\$19036.
2004 POLICE Levy authorized by voters on for not to exceed 5 years.	11-05-13	2.00	\$35003
2005 CURRENT EXPENSE Levy authorized by voters on for not to exceed 5 years.	11-04-14	1.00	\$18576
2014 FIRE Levy authorized by voters on for not to exceed 5 years	11-04-14	2.63	\$51224.

and be it further

**RESOLVED**, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Rudie Beeb  
Mr./Ms. Beeb seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms. <u>Mike Bohrs</u>	<u>yes</u>
Mr./Ms. <u>Jan Beeb</u>	<u>yes</u>
Mr./Ms. <u>Keith West</u>	<u>yes</u>
Mr./Ms. <u>Dean Rister</u>	<u>yes</u>
Mr./Ms. <u>Kenny Reinhardt</u>	<u>yes</u>
Mr./Ms. _____	_____
Mr./Ms. _____	_____
Mr./Ms. _____	_____

Adopted the 20 day of Aug, 2018.

Attest:

Aimee Lickley  
Clerk of Council

Jan Beeb  
President of Council

**CERTIFICATE OF COPY  
Original On File**

The State of Ohio, Paulding County, ss.

I, Aimee Lichty Fiscal Officer  
Clerk of the Council of the Village of Antwerp

Within and for said County, and in whose custody the Files and Records of said Council are required by the

Laws of the state of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

~~Resolution accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the county auditor.~~

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

Witness my signature, this 20 day of August 2018

Aimee Lichty

Clerk of Council

Fiscal Officer

(1) A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R. C., or at such later date as may be approved by the Board of Tax Appeals.

Resolution No. 2018-08

Council of the Village of Antwerp Paulding County Ohio

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### RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND  
AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.  
(VILLAGE COUNCIL)

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ADOPTED \_\_\_\_\_, 2018

\_\_\_\_\_, Clerk of Council

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Filed \_\_\_\_\_, 2018

\_\_\_\_\_ County Auditor.

By \_\_\_\_\_ Deputy.

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RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 622CS

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

RESOLUTION NO. 2018-09

A RESOLUTION AMENDING SECTION 5 OF RESOLUTION NO. 2018-03 ON THE BALLOT LANGUAGE FOR THE PROPOSED TAX LEVY (RENEWAL) FOR THE PURPOSE OF POLICE PROTECTION, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Council of the Village of Antwerp previously enacted Resolution No. 2018-03 to proceed with the submission of the question of levying a tax that is a renewal of an existing levy in excess of the ten-mill limitation for the purpose of police protection, said Resolution passed after three readings by a unanimous vote on June 18, 2018; and

WHEREAS, the Council of the Village of Antwerp followed the new procedures related to the submission of a tax levy as a result of the amendment to Ohio Revised Code Section 5705.03, the guidance provided by the Ohio Secretary of State in regard to said amendment in passing Resolution No. 2018-03, and used the templates supplied by the County Auditor's office on the necessary resolutions to proceed with the submission of a tax levy; and

WHEREAS, the amendment to Ohio Revised Code Section 5705.03, the guidance provided by the Ohio Secretary of State in regard to said amendment, and the templates supplied by the County Auditor's office did not include any information stating that the ballot language for a renewal tax levy must remain unchanged from the prior ballot language submitted on the tax levy; and

WHEREAS, after submitting Resolution No. 2018-03 to the local board of elections, the State Board of Elections notified the Village that the ballot language submitted with Resolution No. 2013-03 must be used for the 2018 renewal of this tax levy despite the amendments set forth in Ohio Revised Code Section 5705.03, the guidance provided by the Ohio Secretary of State's office, and the templates supplied by the County Auditor's office; and

WHEREAS, the Board of Elections allowed the Fiscal Officer of the Village to correct the ballot language submitted with Resolution No. 2018-03 to use the ballot language from Resolution No. 2013-03, and Section 5 of Resolution No. 2018-03 is hereby amended retroactively to comply with the language currently submitted for the proposed tax levy (renewal) on the November general election ballot.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

Section 1. That Section 5 of Resolution No. 2018-03 currently reads as follows:

5. The BOE is hereby directed to submit substantially the following question to the electors at the Election:

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

OFFICIAL QUESTIONS AND ISSUES BALLOT NOVEMBER 6, 2018	
PROPOSED TAX LEVY (RENEWAL) VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO	
A majority affirmative vote is necessary for passage	
A renewal of a tax for the benefit of the Village of Antwerp, Paulding County, Ohio, for the purpose of providing and maintaining equipment used in the operation of the police department, for the payment of salaries to operate the same, and for all other expenses necessary to operate the police department and provide police protection in the Village, pursuant to Revised Code §5705.19(j), at a rate not exceeding two (2) mills for each one dollar of valuation, which amounts to twenty cents (\$.20) for each one hundred dollars of valuation, for five (5) years commencing in 2019, first due in calendar year 2020.	
<input type="checkbox"/>	FOR THE TAX LEVY
<input type="checkbox"/>	AGAINST THE TAX LEVY

**Section 2.** That Section 5 of Resolution No. 2018-03 is amended to read as follows:

5. The BOE is hereby directed to submit substantially the following question to the electors at the Election:

OFFICIAL QUESTIONS AND ISSUES BALLOT 11/06/2018 GENERAL ELECTION PAULDING COUNTY	
Proposed Tax Levy (Renewal) Antwerp Village	
A majority affirmative vote is necessary for passage.	
A renewal of a tax for the benefit of the Antwerp Village for the purpose of providing and maintaining motor vehicles, communications and other equipment used directly in the operation of a police department and payment of salaries of police personnel at a rate not exceeding 2 mills for each one dollar of valuation, which amounts to \$0.20 for each one hundred dollars of valuation, for 5 years, commencing in 2019, first due in calendar year 2020.	
<input type="checkbox"/>	For the Tax Levy

# RECORD OF ORDINANCES

BARRETT EROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Against the Tax Levy

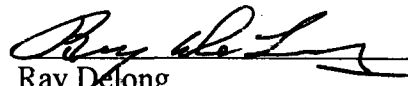
**Section 3.** Previous ordinances, resolutions, and/or any portions thereof, including Section 5 of Resolution No. 2018-03, and rules of the Village of Antwerp that are not consistent with this Resolution are hereby set aside, revoked and held for naught.

**Section 4.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

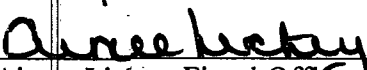
**Section 5.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the ballot language to be submitted at the November general election accurately reflects the ballot language required by the Board of Elections to submit the proposed tax levy (renewal) for the operation of the police department, and that this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

**Section 6.** This Resolution shall be retroactive and take effect as of the date of passage of Resolution No. 2018-03 to correct the language in the ballot submission to the Board of Elections. All acts of the Fiscal Officer taken with regard to correcting the proposed ballot language as set forth herein are hereby ratified and confirmed.

Enacted this 17 day of September, 2018.

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichy, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2018-14

**AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF A NOTE FOR THE PURPOSE OF SANITARY SEWERAGE SYSTEM IN THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. A Note in the principal amount of \$114,368.45 shall be issued by the Antwerp Exchange Bank to the Village of Antwerp for the Village's sanitary sewerage system capital improvement with a financing cost thereof incurred in connection with the issuance of said Note.

Section 2. Said Note shall bear an interest rate not exceeding 4% for one year, payable at maturity, to wit: one year after date of said Note. In the event of default, the Note shall become immediately due and payable. Said maturity date shall occur one year from the date of said Note provided the maturity date is not a business day, the Note shall mature on the first business day immediately preceding such date.

Section 3. The Village covenants that it will take or cause to be taken such actions which may be required of it for the interest on the Note to remain excluded from gross income for federal income tax purposes, and will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, apply proceeds, all in a manner and to the extent necessary to assure such exclusion of that interest under the Internal Revenue Code. The Village Fiscal Officer and any other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications as may be appropriate to assure such exclusion of that interest.

Section 4. The Note shall be the full general obligation of the Village and the full faith, credit and revenue of said Village are hereby pledged for the prompt payment of the same.

Section 5. It is hereby determined and recited that all acts, conditions and things required to be done precedent to and in the issuance of the Note, in order to make them legal, valid and binding obligations of the Village of Antwerp, have happened, been done, and performed in regular and due form as required by law; that the full faith, credit and revenue of said Village shall be and is hereby irrevocably pledged for the prompt payment of the principal and interest thereon at maturity; that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

Section 6. The Village Fiscal Officer, or other officer, is authorized to prepare, execute and deliver to the purchaser of said Note a preliminary and final official statement or any other appropriate disclosure document in connection with the sale and delivery of the Note.

Section 7. The Mayor and Fiscal Officer of said Village are hereby authorized to sign and execute the Note on behalf of said Village.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 622JS

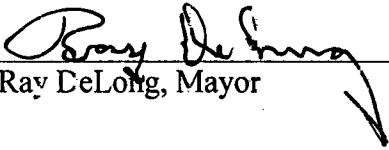
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Section 8. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 9. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of a sanitary sewerage system for the well-being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 10-15-18

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2018-15

AN ORDINANCE AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO A CONTRACT WITH HARRISON TOWNSHIP FOR PROVIDING FIRE PROTECTION SERVICES IN CALENDAR YEARS 2019, 2020, 2021, AND 2022

WHEREAS, the Village of Antwerp owns a fire truck and related equipment and has in the past provided fire protection services to outlying areas; and

WHEREAS, the Village of Antwerp and Harrison Township have negotiated the terms and conditions of the Village providing fire protection services to certain portions of Harrison Township.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:

**Section 1.** That the Village of Antwerp Fire Department, hereinafter referred to as "the Village", will provide fire protection services to that portion of Harrison Township identified in an Agreement to Provide Fire Protection Services (the "Agreement") and shall be compensated by the Township paying an annual charge of \$3,979.92 for the year 2019, \$4,099.32 for the year 2020, \$4,222.30 for the year 2021, and \$4,348.97 for the year 2022.

**Section 2.** The Village shall submit an annual invoice to the Township for the annual fixed charge identified in Section 1 above, and any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township.

**Section 3.** All amounts collected as a result of this Ordinance shall be placed into the fund(s) established by the Fiscal Officer as follows: the Fire Fund.

**Section 4.** That the Mayor and the Fiscal Officer of the Village are authorized to enter into the Agreement with Harrison Township to provide fire protection services for the consideration identified herein.

**Section 5.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

**Section 6.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_


Passed \_\_\_\_\_, \_\_\_\_\_

**Section 7.** This Ordinance shall take effect as of the expiration of the current agreement by and between the Village of Antwerp and Harrison Township for the provision of fire protection services in that portion of Harrison Township as defined in the Agreement and be in full force and effect from and after the earliest period allowed by law.

Enacted this 10 day of Dec, 2018.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: 10-15-18

Second reading: 11-19-18

Third reading: 12-10-18



RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2018-16

AN ORDINANCE AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO A CONTRACT WITH HARRISON TOWNSHIP FOR PROVIDING EMERGENCY MEDICAL SERVICE IN CALENDAR YEARS 2019, 2020, 2021, AND 2022

WHEREAS, the County of Paulding previously had a county-wide emergency ambulance service levy; and

WHEREAS, said levy has been discontinued county-wide; and

WHEREAS, the Village of Antwerp owns an emergency ambulance vehicle and has in the past provided emergency ambulance services to outlying areas; and

WHEREAS, the Village of Antwerp and Harrison Township negotiated the terms and conditions of the Village providing emergency medical service to certain portions of Harrison Township.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:

**Section 1.** That the Village of Antwerp Emergency Medical Services Department (the "Village") will provide emergency medical service to that portion of Harrison Township (the "Township") as provided in an Agreement to Provide Emergency Medical Services (the "Agreement") and shall be compensated by the Township paying an annual charge of \$1,319.00 in each calendar year 2019, 2020, 2021, and 2022, with the annual charge to be paid on a quarterly basis during each of these calendar years, in combination with a user fee for delivery of emergency medical rescue services rendered by the Village. The rate of the user fee shall be that as established in Section 2 of this Ordinance. The user fees as established shall take effect at 12:01 A.M. on January 1, 2019.

**Section 2.** That the Council of the Village of Antwerp, Ohio hereby authorizes and approves the following rates for emergency medical rescue services when services are rendered by the Village, to any person in the area provided in the Agreement, as follows:

Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile or fraction thereof.

Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded mile or fraction thereof.

**Section 3.** That the user fee shall be incurred by the user of the emergency medical rescue services provided by the Village upon treatment.

## **AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES**

Pursuant to Ohio Revised Code Sections 505.37 and 9.60, this **AGREEMENT** is made and entered into this 10 day of Dec, 2018, by and between the Village of Antwerp, Paulding County, Ohio ("hereinafter referred to as the "Village") and the Township of Harrison, Paulding County, Ohio (hereinafter referred to as the "Township") for the Village to provide fire protection services to the Township for calendar years 2019, 2020, 2021, and 2022 as more specifically described herein.

**WHEREAS**, the Mayor and Fiscal Officer of the Village were authorized to enter into this Agreement on Dec 10, 2018, by an ordinance passed on said date, Ordinance No. 2018-15.

**WHEREAS**, the Board of Trustees of the Township were authorized to enter into this Agreement on 10-8-, 2018, by a resolution adopted on said date, Resolution No. -  
\_\_\_\_\_.

**IN CONSIDERATION** of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties as follows:

1. The Village agrees to provide fire protection services for certain portions of the Township, said territory described as follows:

Sections 1 through 12 of Harrison Township.

2. The scope of the fire protection services provided by the Village to the Township shall be the same as is regularly provided to residents of the Village of Antwerp.
3. Notwithstanding this Agreement to provide fire protection services in the territory described above, the Village's primary obligation to provide fire protection services is to the territory comprised within the Village's corporation limits and it shall not be a violation of any of the terms and/or conditions of this Agreement if for any reason the officer in charge of the fire department determines that the department is unable and/or will be delayed in performing the services agreed to herein. The Village shall not be responsible for any loss and/or damages incurred as a result of failure to respond or respond timely to any call for fire protection services in the Township and territory described above.
4. In exchange for providing the fire protection services to the territory described herein, the Township agrees to compensate the Village as follows:
  - a. A fixed annual charge of \$3,979.92 for the year 2019;
  - b. A fixed annual charge of \$4,099.32 for the year 2020;

- c. A fixed annual charge of \$4,222.30 for the year 2021; and
  - d. A fixed annual charge of \$4,348.97 for the year 2022.
- 
- 5. The Village shall submit an annual invoice to the Township for the fire protection services provided to the Township and for any charges due and owing by the Township to the Village as provided in paragraph 4 above. Any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township. Failure to remit payment of said invoice could result in termination of this Agreement.
  - 6. The volunteers, employees, agents, and/or officers of the Village that will provide the services to the Township as provided in this Agreement are deemed to be acting within the scope of their employment in providing said services. The Village assumes the cost and/or expenses associated with any injury to those providing the services on behalf of the Village and/or any damage to equipment used in the performance of this Agreement. To the extent permitted under Ohio law, the Township agrees to fully indemnify and hold harmless the Village, its elected officials, its officers, agents, employees and volunteers from any and all obligations, liabilities or claims which may arise as a direct or indirect consequence of the Village's performance of this Agreement and the services agreed to be performed by the Village herein or the actions of the Village, its officials, agents, employees and any subcontractors employed by the Village. The Township will name the Village of Antwerp as an additional insured on its insurance policy. The Township's insurance coverage shall be primary insurance as it concerns the Village, its elected officials, officers, agents, employees or volunteers and that any insurance maintained by the Village, its elected officials, officers, agents, employees or volunteers shall be excess to the Township's insurance and shall not contribute to it.
  - 7. The Village hereby represents that the individuals that will provide the fire protection services are volunteers, employees, agents, and/or other officials acting on behalf of the Village. No principal-agent or employer-employee relationship is created by this Agreement. As such, the Township and any of its officials, employees, agents, and/or volunteers are not eligible to receive any benefits from the Village, including but not limited to, OPERS, vacation, sick leave, health insurance, life insurance, worker's compensation insurance, unemployment compensation, any form of retirement benefits (including social security eligibility), or other benefits based upon the status of the Village providing the fire protection services as independent contractors of the Township. The Township is responsible for payment of all applicable taxes, including federal, state, and local taxes.
  - 8. The Village and the Township each reserve the right to unilaterally terminate this

Agreement, with or without cause, upon sixty (60) days written notice to the other party. Any such termination will not alter the obligation of the Township to pay any amounts due and owing to the Village by way of this Agreement for services rendered prior to the termination of said Agreement. It is the responsibility of the Township to notify the users of these services within the territory described herein of the termination of this Agreement.

9. Each party shall maintain accurate records, reports and other documents to sufficiently and properly account for all costs and expenses incurred by each party in the performance of its obligations under this Agreement. These records shall be available in accordance with the public entity's public records policy for inspection, review, audit, or other legitimate purpose by an authorized representative of the other party, the State of Ohio, the Federal Government, or representative of any, for a minimum of five (5) years after payment has been made pursuant to the terms of this Agreement or until after a State Audit, whichever occurs earlier.
10. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
11. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in enforcing this Agreement.
12. The validity and interpretation of any of the terms or provisions of this Agreement or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.
13. The invalidation of any clause or provision of this Agreement shall have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement shall remain in full force and effect, and be interpreted as consistently as possible.
14. Any notice required to be given hereunder, shall be given as follows:

**Village of Antwerp**

Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

and

**Township of Harrison**

Attn:

Attn: Ray Friend, Fire Chief  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-8081  
Fax: (419) 258-8081

15. This Agreement shall be effective as of January 1, 2019, and shall continue in full force and effect thereafter for the calendar years of 2019, 2020, 2021, and 2022, subject to the terms and conditions set forth herein. This Agreement supersedes any and all prior agreements between the Village and the Township pertaining to the provision of fire protection services for prior years. .
16. It is understood and agreed by the parties hereto that the signatories to the Agreement have been duly authorized to execute this Agreement on behalf of the respective parties, and that the parties hereby waive any challenge or defense to the validity of this Agreement based on lack of capacity, or irregularity in the procedures surrounding the execution of this Agreement,

Executed at Antwerp, Ohio, on the day and year first above written.

**"VILLAGE"**

**VILLAGE OF ANTWERP**

By: Ray DeLong  
Ray DeLong  
Title: Mayor  
Date: 12-10-18

By: Aimee Lichty  
Aimee Lichty  
Title: Village Fiscal Officer  
Date: 12-10-18

**"TOWNSHIP"**

**TOWNSHIP OF HARRISON**

By: Chad Bender  
Trustee  
Title: Trustee  
Date: 10-8-2018

By: Darryl Cook  
Trustee  
Title: Trustee  
Date: 10-8-2018

By: Robert Young  
Trustee  
10-8-2018

By: Nicholas Deasler  
FISCAL OFFICER  
10-08-2018

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 4a.** That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

**Section 4b.** That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

**Section 5.** That the Village shall bill the users of the emergency medical services and collect any monies due for said services. Any and all monies collected on behalf of the users shall be sent to the Township on a monthly basis. The Village shall submit monthly invoices to the Township for the amounts billed, collected and then paid to the Township for the provision of emergency medical services, and any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township.

**Section 6.** All amounts collected as a result of this Ordinance shall be placed into the fund(s) established by the Fiscal Officer as follows: \$75.00 of each user fee collected shall be placed into a Vehicle Replacement Fund and the remainder shall be placed into the EMS Revenue Fund. A transfer shall be done once or twice yearly from the EMS Revenue Fund to the Vehicle Replacement Fund.

**Section 7.** That the Mayor and the Fiscal Officer of the Village of Antwerp are authorized to enter into the Agreement with Harrison Township to provide emergency medical service for the consideration identified herein, said Agreement to be effective as of January 1, 2019.

**Section 8.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

**Section 9.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 10.** This Ordinance shall take effect as of the expiration of the current agreement by and between the Village of Antwerp and Harrison Township for the provision of emergency medical services in that portion of Harrison Township as defined in the Agreement and be in full force and effect from and after the earliest period allowed by law.

Enacted this 10 day of Dec, 2018.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: 10-15-18

Second reading: 11-19-18

Third reading: 12-10-18

## **AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES**

Pursuant to Ohio Revised Code Sections 505.84 and 9.60, this **AGREEMENT** is made and entered into this 10 day of Dec, 2018, by and between the Village of Antwerp, Paulding County, Ohio (hereinafter referred to as the "Village"), and the Township of Harrison, Paulding County, Ohio (hereinafter referred to as the "Township"), for the Village to provide emergency medical services to the Township for calendar years 2019, 2020, 2021, and 2022 as more specifically described herein.

**WHEREAS**, the Mayor and Fiscal Officer of the Village were authorized to enter into this Agreement on Dec 10, 2018, by an ordinance passed on said date, Ordinance No. 2018-16.

**WHEREAS**, the Board of Trustees of the Township were authorized to enter into this Agreement on 10-08, 2018, by a resolution adopted on said date, Resolution No. \_\_\_\_\_.

**IN CONSIDERATION** of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties as follows:

1. The Village agrees to provide emergency medical services for certain portions of the Township, said territory described as follows:

Sections 1 through 12 of Harrison Township.

2. The scope of the emergency medical services provided by the Village to the Township shall be the same as is regularly provided to residents of the Village of Antwerp.
3. Notwithstanding this Agreement to provide emergency medical services in the territory described above, the Village's primary obligation to provide emergency medical services is to the territory comprised within the Village's corporation limits and it shall not be a violation of any of the terms and/or conditions of this Agreement if for any reason the officer in charge of the emergency medical unit determines that the unit is unable and/or will be delayed in performing the services agreed to herein. The Village shall not be responsible for any loss and/or damages incurred as a result of failure to respond or respond timely to any call for emergency medical services in the Township and territory described above.
4. In exchange for providing the emergency medical services to the territory described herein, the Township agrees to compensate the Village as follows:



(a) An annual charge of \$1,319.00 for each calendar year. The annual charge is to be paid on a quarterly basis by the Township to the Village in four (4) equal quarterly payments each payable to the Village the first business day of January, April, July, and October in each calendar year; plus

(b) Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile or fraction thereof. Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded mile or fraction thereof.

That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

5. The Township authorizes the Village to bill patients / users of the emergency medical services and collect any monies due for the services provided by the Village for emergency medical services. The Village is also authorized to use a third-party billing and collection agency to perform these services. The Village hereby agrees to submit bills to the patients / users for the fees established in Section 4(b) above, which are the same fees the Village charges its residents for the provision of emergency medical services. Any and all monies collected on behalf of the patients / users shall be sent to the Township on a monthly basis. Any and all payments made by Village between the effective date and the execution date of this Agreement shall be made to conform to the provisions of this Agreement.
6. The Village shall submit monthly invoices to the Township for the emergency medical services provided, billed, collected and paid to the Township and for any charges due and owing by the Township to the Village as provided in paragraph 4 above. Any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township. Failure to remit payment of said invoice could result in termination of this Agreement.
7. The volunteers, employees, agents and/or officers of the Village that will provide the services to the Township as provided in this Agreement are deemed to be

acting within the scope of their employment in providing said services. The Village assumes the cost and/or expenses associated with any injury to those providing the services on behalf of the Village and/or any damage to equipment used in the performance of this Agreement. To the extent permitted under Ohio law, the Township agrees to fully indemnify and hold harmless the Village, its elected officials, its officers, agents, employees and volunteers from any and all obligations, liabilities or claims which may arise as a direct or indirect consequence of the Village's performance of this Agreement and the services agreed to be performed by the Village herein or the actions of the Village, its officials, agents, employees and any subcontractors employed by the Village. The Township will name the Village of Antwerp as an additional insured on its insurance policy. The Township's insurance coverage shall be primary insurance as it concerns the Village, its elected officials, officers, agents, employees or volunteers and that any insurance maintained by the Village, its elected officials, officers, agents, employees or volunteers shall be excess to the Township's insurance and shall not contribute to it.

8. The Village hereby represents that the individuals that will provide the emergency medical services are volunteers, employees, agents, and/or other officials acting on behalf of the Village. No principal-agent or employer-employee relationship is created by this Agreement. As such, the Township and any of its officials, employees, agents, and/or volunteers are not eligible to receive any benefits from the Village, including but not limited to, OPERS, vacation, sick leave, health insurance, life insurance, worker's compensation insurance, unemployment compensation, any form of retirement benefits (including social security eligibility), or other benefits based upon the status of the Village providing the emergency medical services as independent contractors of the Township. The Township is responsible for payment of all applicable taxes, including federal, state, and local taxes.
9. The Village and the Township each reserve the right to unilaterally terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party. Any such termination will not alter the obligation of the Village to bill and/or collect the fees for services provided during the term of the Agreement or to pay those fees to the Township. Likewise, any such termination will not alter the obligation of the Township to pay any amounts due and owing to the Village by way of this Agreement for services rendered prior to the termination of said Agreement. It is the responsibility of the Township to notify the users of these services within the territory described herein of the termination of this Agreement.
10. Each party shall maintain accurate records, reports and other documents to sufficiently and properly account for all costs and expenses incurred by each party in the performance of its obligations under this Agreement. These records shall be available in accordance with the public entity's public records policy for

inspection, review, audit, or other legitimate purpose by an authorized representative of the other party, the State of Ohio, the Federal Government, or representative of any, for a minimum of five (5) years after payment has been made pursuant to the terms of this Agreement or until after a State Audit, whichever occurs earlier.

11. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
12. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in enforcing this Agreement.
13. The validity and interpretation of any of the terms or provisions of this Agreement or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.
14. The invalidation of any clause or provision of this Agreement shall have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement shall remain in full force and effect, and be interpreted as consistently as possible.
15. Any notice required to be given hereunder, shall be given as follows:

**Village of Antwerp**

Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

**Township of Harrison**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and

Attn: EMS Coordinator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-1570  
Fax: (419) 258-1337


16. This Agreement shall be effective as of January 1, 2019, and shall continue in full force and effect thereafter for the calendar years of 2019, 2020, 2021, and 2022, subject to the terms and conditions set forth herein. This Agreement supersedes any and all prior agreements between the Village and the Township pertaining to the provision of emergency medical services for prior years.

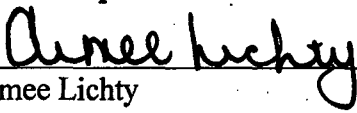
17. It is understood and agreed by the parties hereto that the signatories to the Agreement have been duly authorized to execute this Agreement on behalf of the respective parties, and that the parties hereby waive any challenge or defense to the validity of this Agreement based on lack of capacity, or irregularity in the procedures surrounding the execution of this Agreement.

Executed at Antwerp, Ohio, on the day and year first above written.

**"VILLAGE"**


**VILLAGE OF ANTWERP**

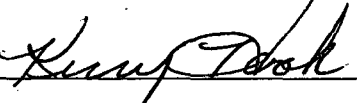
By:   
Ray DeLong  
Title: Mayor  
Date: 12.10.18

By:   
Aimee Lichty  
Title: Village Fiscal Officer  
Date: 12.10.18

**"TOWNSHIP"**

**TOWNSHIP OF HARRISON**

By:   
Title: Trustee  
Date: 10-8-2018

By:   
Title: Trustee  
Date: 10-8-2018

By: Robert Young  
Trustee  
10-8-2018

By: Kathy Seasley  
FISCAL OFFICER  
10.01.2018

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-17

### AN ORDINANCE INCREASING WATER RATES FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO

**WHEREAS**, it has come to the attention of the Council of the Village of Antwerp, Ohio that additional revenue is needed in the water fund in order to operate this utility adequately, expand facilities, and provide better and more efficient service in the future; and

**WHEREAS**, the Council of the Village of Antwerp, Ohio, has determined it to be in the best interest of the Village to increase the minimum charge for each tap effective January 1, 2019, as well as increase water rates effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** Water rates shall be increased effective January 1, 2020, with the increase to be at the rate of two percent (2%) per year implemented for each of the following years beginning on the first day of the year: 2020, 2021, 2022, 2023, and 2024. These water rate increases will be reviewed annually to determine whether the increases established herein are sufficient. The minimum charge for each tap will be increased effective January 1, 2019.

**Section 2.** The quarterly water rates for users/consumers within the Village corporation limits effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, will be as follows:

January 1, 2019	\$35.00 minimum charge for each tap plus \$5.31 for each one thousand (1,000) gallons of all water used
January 1, 2020	\$35.00 minimum charge for each tap plus \$5.42 for each one thousand (1,000) gallons of all water used
January 1, 2021	\$35.00 minimum charge for each tap plus \$5.53 for each one thousand (1,000) gallons of all water used
January 1, 2022	\$35.00 minimum charge for each tap plus \$5.64 for each one thousand (1,000) gallons of all water used
January 1, 2023	\$35.00 minimum charge for each tap plus \$5.75 for each one thousand (1,000) gallons of all water used
January 1, 2024	\$35.00 minimum charge for each tap plus \$5.87 for each one thousand (1,000)

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

	gallons of all water used
--	---------------------------

Quarterly water rates effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, for those users/consumers within the Village corporation limits who qualify for the homestead tax exemption will be as follows:

January 1, 2019	\$25.00 minimum charge for each tap plus \$3.14 for each one thousand (1,000) gallons of all water used
January 1, 2020	\$25.00 minimum charge for each tap plus \$3.20 for each one thousand (1,000) gallons of all water used
January 1, 2021	\$25.00 minimum charge for each tap plus \$3.26 for each one thousand (1,000) gallons of all water used
January 1, 2022	\$25.00 minimum charge for each tap plus \$3.33 for each one thousand (1,000) gallons of all water used
January 1, 2023	\$25.00 minimum charge for each tap plus \$3.40 for each one thousand (1,000) gallons of all water used
January 1, 2024	\$25.00 minimum charge for each tap plus \$3.47 for each one thousand (1,000) gallons of all water used

The user/consumer claiming the homestead tax exemption must provide proof to the Village Administrator that the user/consumer qualifies for this tax exemption in order to receive the reduced water rates.

**Section 3.** Untreated bulk water may be purchased at the waterworks facility located in the Village. The purchaser of untreated bulk water shall sign their name and the number of gallons of water pumped on the clipboard provided for that purpose located at the waterworks facility. Each purchaser shall be billed once each year on the first (1<sup>st</sup>) day of November, and the water bill for the purchase of untreated bulk water is due and payable on or before the fifteenth (15<sup>th</sup>) day of November of that same year. The purchase price of untreated bulk water at the waterworks facility effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, will be as follows:

January 1, 2019	\$5.44 for each one thousand (1,000) gallons
January 1, 2020	\$5.55 for each one thousand (1,000) gallons
January 1, 2021	\$5.66 for each one thousand (1,000) gallons

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

January 1, 2022	\$5.77 for each one thousand (1,000) gallons
January 1, 2023	\$5.89 for each one thousand (1,000) gallons
January 1, 2024	\$6.01 for each one thousand (1,000) gallons

**Section 4.** Treated bulk water may be purchased at the waterworks facility located in the Village. The purchaser of treated bulk water must report to the Utility Billing Office quarterly how much water has been drawn from the treated water hydrant. A metered, back flow protected hydrant, located inside the waterworks facility, will document daily water drawn which will be compared to all water drawn by bulk water haulers. Each purchaser shall be billed once each year on the first (1<sup>st</sup>) day of November, and the water bill for the purchase of treated bulk water is due and payable on or before the fifteenth (15<sup>th</sup>) day of November of that same year. The purchase price of treated bulk water at the waterworks facility effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, will be as follows:

January 1, 2019	\$8.00 for each one thousand (1,000) gallons
January 1, 2020	\$8.16 for each one thousand (1,000) gallons
January 1, 2021	\$8.32 for each one thousand (1,000) gallons
January 1, 2022	\$8.49 for each one thousand (1,000) gallons
January 1, 2023	\$8.66 for each one thousand (1,000) gallons
January 1, 2024	\$8.83 for each one thousand (1,000) gallons

**Section 5.** The quarterly water rates effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, for users/consumers of water outside of the Village corporation limits will be as follows:

January 1, 2019	\$45.00 minimum charge for each tap plus \$9.30 for each one thousand (1,000) gallons of all water used
January 1, 2020	\$45.00 minimum charge for each tap plus \$9.49 for each one thousand (1,000) gallons of all water used
January 1, 2021	\$45.00 minimum charge for each tap plus \$9.68 for each one thousand (1,000) gallons of all water used
January 1, 2022	\$45.00 minimum charge for each tap plus \$9.87 for each one thousand (1,000) gallons of all water used

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

	gallons of all water used
January 1, 2023	\$45.00 minimum charge for each tap plus \$10.06 for each one thousand (1,000) gallons of all water used
January 1, 2024	\$45.00 minimum charge for each tap plus \$10.27 for each one thousand (1,000) gallons of all water used

Quarterly water rates effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, for those users/consumers outside of the Village corporation limits who qualify for the homestead tax exemption will be as follows:

January 1, 2019	\$35.00 minimum charge for each tap plus \$5.50 for each one thousand (1,000) gallons of all water used
January 1, 2020	\$35.00 minimum charge for each tap plus \$5.60 for each one thousand (1,000) gallons of all water used
January 1, 2021	\$35.00 minimum charge for each tap plus \$5.71 for each one thousand (1,000) gallons of all water used
January 1, 2022	\$35.00 minimum charge for each tap plus \$5.83 for each one thousand (1,000) gallons of all water used
January 1, 2023	\$35.00 minimum charge for each tap plus \$5.95 for each one thousand (1,000) gallons of all water used
January 1, 2024	\$35.00 minimum charge for each tap plus \$6.07 for each one thousand (1,000) gallons of all water used

The user/consumer claiming the homestead tax exemption must provide proof to the Village Administrator that the user/consumer qualifies for this tax exemption in order to receive the reduced water rates.

**Section 6.** The amounts to be charged and paid by industrial users/consumers of water utility services in the Village of Antwerp are established by the contracts in effect for each industrial user/consumer.

**Section 7.** Previous Ordinances and/or any provisions thereof and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked, and held for naught. However, any other provisions of existing Ordinances authorizing the charge of water rates and/or provision of water service in the Village that are not inconsistent with the provisions of this Ordinance shall remain in full force and effect, including any non-conflicting provisions of Ordinance Nos. 2014-21, 2016-13,



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

and 2016-27 (amending Ordinance No. 2014-21).

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 9.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

Enacted this 10 day of Dec, 2018.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: 10-15-18

Second reading: 11-19-18

Third reading: 12-10-18

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2018-18

AN ORDINANCE AUTHORIZING THE MAYOR AND THE  
FISCAL OFFICER TO ENTER INTO A CONTRACT WITH CARRYALL  
TOWNSHIP FOR PROVIDING EMERGENCY MEDICAL SERVICE IN  
CALENDAR YEARS 2019, 2020, 2021, AND 2022

WHEREAS, the County of Paulding previously had a county-wide emergency  
ambulance service levy; and

WHEREAS, said levy has been discontinued county-wide; and

WHEREAS, the Village of Antwerp owns an emergency ambulance vehicle and has in  
the past provided emergency ambulance services to outlying areas; and

WHEREAS, the Village of Antwerp and Carryall Township negotiated the terms and  
conditions of the Village providing emergency medical service to Carryall Township.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE  
OF ANTWERP, COUNTY OF PAULDING, OHIO:

Section 1. That the Village of Antwerp Emergency Medical Services Department  
(the "Village") will provide emergency medical service to Carryall Township (the "Township")  
as provided in an Agreement to Provide Emergency Medical Services (the "Agreement") for  
calendar years 2019, 2020, 2021, and 2022, and the Village shall be compensated by the  
Township paying an annual charge which equates to the total sum collected by the Township by  
way of tax settlement monies, which amount will be paid to the Village of Antwerp as the  
Township collects such tax settlement monies from the Paulding County Auditor's office, in  
combination with a user fee for delivery of emergency medical rescue services rendered by the  
Village. The rate of the user fee shall be that as established in Section 2 of this Ordinance. The  
user fees as established shall take effect at 12:01 A.M. on January 1, 2019.

Section 2. That the Council of the Village of Antwerp, Ohio hereby authorizes and  
approves the following rates for emergency medical rescue services when services are rendered  
by the Village, to any person in the area provided in the Agreement, as follows:

Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile  
or fraction thereof.

Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded  
mile or fraction thereof.

Section 3. That the user fee shall be incurred by the user of the emergency medical  
rescue services provided by the Village upon treatment.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 8220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 4a.** That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

**Section 4b.** That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

**Section 5.** That the Village shall bill the users of the emergency medical services and collect any monies due for said services. Any and all monies collected on behalf of the users shall be sent to the Township on a monthly basis. The Village shall submit monthly invoices to the Township for the amounts billed, collected and then paid to the Township for the provision of emergency medical services, and any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township.

**Section 6.** All amounts collected as a result of this Ordinance shall be placed into the fund(s) established by the Fiscal Officer as follows: \$75.00 of each user fee collected shall be placed into a Vehicle Replacement Fund and the remainder shall be placed into the EMS Revenue Fund. A transfer shall be done once or twice yearly from the EMS Revenue Fund to the Vehicle Replacement Fund.

**Section 7.** That the Mayor and the Fiscal Officer of the Village of Antwerp are authorized to enter into the Agreement with Carryall Township to provide emergency medical service for the consideration identified herein, said Agreement to be effective as of January 1, 2019.

**Section 8.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

**Section 9.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO


Form 6220S

Ordinance No. \_\_\_\_\_

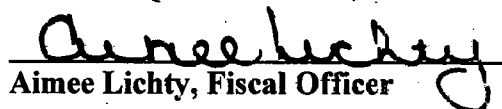
Passed \_\_\_\_\_, \_\_\_\_\_

**Section 10.** This Ordinance shall take effect as of the expiration of the current agreement by and between the Village of Anwerp and Carryall Township for the provision of emergency medical services in Carryall Township as defined in the Agreement and be in full force and effect from and after the earliest period allowed by law.

Enacted this 10 day of Dec, 2018.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: 10-15-18

Second reading: 11-19-18

Third reading: 12-10-18

## AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES

Pursuant to Ohio Revised Code Sections 505.84 and 9.60, this **AGREEMENT** is made and entered into this 10 day of Dec, 2018, by and between the Village of Antwerp, Paulding County, Ohio (hereinafter referred to as the "Village") and the Township of Carryall, Paulding County, Ohio (hereinafter referred to as the "Township") for the Village to provide emergency medical services to the Township for calendar years 2019, 2020, 2021, and 2022 as more specifically described herein.

**WHEREAS**, the Mayor and Fiscal Officer of the Village were authorized to enter into this Agreement on Dec 10, 2018, by an ordinance passed on said date, Ordinance No. 2018-18.

**WHEREAS**, the Board of Trustees of the Township were authorized to enter into this Agreement on October 9, 2018, by a resolution adopted on said date, Resolution No. 2018-4.

**IN CONSIDERATION** of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties as follows:

1. The Village agrees to provide emergency medical services for certain portions of the Township, said territory described as follows:

The entire area that consists of Carryall Township.

2. The scope of the emergency medical services provided by the Village to the Township shall be the same as is regularly provided to residents of the Village of Antwerp.
3. Notwithstanding this Agreement to provide emergency medical services in the territory described above, the Village's primary obligation to provide emergency medical services is to the territory comprised within the Village's corporation limits and it shall not be a violation of any of the terms and/or conditions of this Agreement if for any reason the officer in charge of the emergency medical unit determines that the unit is unable and/or will be delayed in performing the services agreed to herein. The Village shall not be responsible for any loss and/or damages incurred as a result of failure to respond or respond timely to any call for emergency medical services in the Township and territory described above.
4. In exchange for providing the emergency medical services to the territory described herein, the Township agrees to compensate the Village as follows:
  - (a) A fixed annual charge which equates to the total sum collected by the Township by way of tax settlement monies, which amounts will be paid to the

Village as the Township collects such tax settlement monies from the County Auditor's office; plus

(b) Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile or fraction thereof. Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded mile or fraction thereof.

That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

5. The Township authorizes the Village to bill patients / users of the emergency medical services and collect any monies due for the services provided by the Village for emergency medical services. The Village is also authorized to use a third-party billing and collection agency to perform these services. The Village hereby agrees to submit bills to the patients / users for the fees established in Section 4(b) above, which are the same fees the Village charges its residents for the provision of emergency medical services. Any and all monies collected on behalf of the patients / users shall be sent to the Township on a monthly basis. Any and all payments made by Village between the effective date and the execution date of this Agreement shall be made to conform to the provisions of this Agreement.
6. The Village shall submit monthly invoices to the Township for the emergency medical services provided, billed, collected and paid to the Township and for any charges due and owing by the Township to the Village as provided in paragraph 4 above. Any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township. Failure to remit payment of said invoice could result in termination of this Agreement.
7. The volunteers, employees, agents, and/or officers of the Village that will provide the services to the Township as provided in this Agreement are deemed to be acting within the scope of their employment in providing said services. The

Village assumes the cost and/or expenses associated with any injury to those providing the services on behalf of the Village and/or any damage to equipment used in the performance of this Agreement. To the extent permitted under Ohio law, the Township agrees to fully indemnify and hold harmless the Village, its elected officials, its officers, agents, employees and volunteers from any and all obligations, liabilities or claims which may arise as a direct or indirect consequence of the Village's performance of this Agreement and the services agreed to be performed by the Village herein or the actions of the Village, its officials, agents, employees and any subcontractors employed by the Village. The Township will name the Village of Antwerp as an additional insured on its insurance policy. The Township's insurance coverage shall be primary insurance as it concerns the Village, its elected officials, officers, agents, employees or volunteers and that any insurance maintained by the Village, its elected officials, officers, agents, employees or volunteers shall be excess to the Township's insurance and shall not contribute to it.

8. The Village hereby represents that the individuals that will provide the emergency medical services are volunteers, employees, agents, and/or other officials acting on behalf of the Village. No principal-agent or employer-employee relationship is created by this Agreement. As such, the Township and any of its officials, employees, agents, and/or volunteers are not eligible to receive any benefits from the Village, including but not limited to, OPERS, vacation, sick leave, health insurance, life insurance, worker's compensation insurance, unemployment compensation, any form of retirement benefits (including social security eligibility), or other benefits based upon the status of the Village providing the emergency medical services as independent contractors of the Township. The Township is responsible for payment of all applicable taxes, including federal, state, and local taxes.
9. The Village and the Township each reserve the right to unilaterally terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party. Any such termination will not alter the obligation of the Village to bill and/or collect the fees for services provided during the term of the Agreement or to pay those fees to the Township. Likewise, any such termination will not alter the obligation of the Township to pay any amounts due and owing to the Village by way of this Agreement for services rendered prior to the termination of said Agreement. It is the responsibility of the Township to notify the users of these services within the territory described herein of the termination of this Agreement.
10. Each party shall maintain accurate records, reports and other documents to sufficiently and properly account for all costs and expenses incurred by each party in the performance of its obligations under this Agreement. These records shall be available in accordance with the public entity's public records policy for

inspection, review, audit, or other legitimate purpose by an authorized representative of the other party, the State of Ohio, the Federal Government, or representative of any, for a minimum of five (5) years after payment has been made pursuant to the terms of this Agreement or until after a State Audit, whichever occurs earlier.

11. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
12. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in enforcing this Agreement.
13. The validity and interpretation of any of the terms or provisions of this Agreement or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.
14. The invalidation of any clause or provision of this Agreement shall have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement shall remain in full force and effect, and be interpreted as consistently as possible.
15. Any notice required to be given hereunder, shall be given as follows:

**Village of Antwerp**

Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

**Township of Carryall**

Attn: Deb Wyckoff, Fiscal Officer  
P.O. Box 652  
Antwerp, OH 45813  
419-506-1816  
jbwycckoff@frontier.com

and

Attn: EMS Coordinator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-1570  
Fax: (419) 258-1337

16. This Agreement shall be effective as of January 1, 2019, and shall continue in full force and effect thereafter for the calendar years of 2019, 2020, 2021, and 2022, subject to the terms and conditions set forth herein. This Agreement supersedes



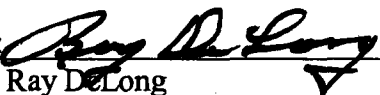
any and all prior agreements between the Village and the Township pertaining to the provision of emergency medical services for prior years.

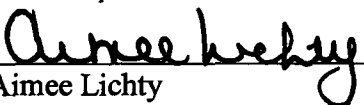
17. It is understood and agreed by the parties hereto that the signatories to the Agreement have been duly authorized to execute this Agreement on behalf of the respective parties, and that the parties hereby waive any challenge or defense to the validity of this Agreement based on lack of capacity, or irregularity in the procedures surrounding the execution of this Agreement.

Executed at Antwerp, Ohio, on the day and year first above written.

**"VILLAGE"**

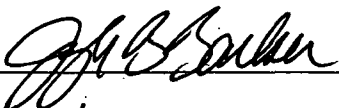
**VILLAGE OF ANTWERP**

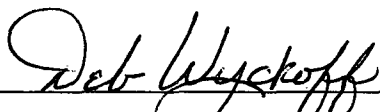
By:   
Ray DeLong  
Title: Mayor  
Date: 12-10-18

By:   
Aimee Lichty  
Title: Village Fiscal Officer  
Date: 12-10-18

**"TOWNSHIP"**

**TOWNSHIP OF CARRYALL**

By:   
Title: Trustee  
Date: 10/9/2018

By:   
Title: Fiscal Officer  
Date: 10-9-18

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-19

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$30,000.00 FROM THE GENERAL FUND TO THE SEWER FUND, AND DECLARING THE SAME TO BE AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Sewer Fund for the operation of the sewer department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14 (E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Sewer Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:


**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty Thousand Dollars and Zero Cents (\$30,000.00) from the General Fund to the Sewer Fund.

**Section 2.** This transfer of funds from the General Fund to the Sewer Fund is necessary for the operation of the sewer department of the Village of Antwerp.

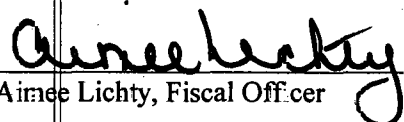
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the sewer department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 10-15-18

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

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# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-20

### AN ORDINANCE TO ESTABLISH THE TIME AND PLACE OF REGULAR MEETINGS OF THE COUNCIL FOR THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, FOR CALENDAR YEAR 2019, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp, Paulding County, Ohio, is desirous of holding regular monthly council meetings in calendar year 2019; and

**WHEREAS**, in accordance with Ohio Revised Code Section 731.46, the Village Council hereby establishes the time and place of regular meetings of the Council for calendar year 2019 as provided herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** Regular meetings of the Council shall be held at the Council Chambers located at 118 North Main Street in the Village of Antwerp, Ohio.


**Section 2.** Regular meetings of the Council shall be held on the third (3<sup>rd</sup>) Monday of each month at 5:30 p.m., except for those third (3<sup>rd</sup>) Mondays that are deemed a holiday under the personnel manual of the Village of Antwerp, then the regular council meeting shall be the third (3<sup>rd</sup>) Wednesday of that month at 8:00 a.m., which includes the regular meeting of the Council for January 2019 and February 2019. The regular meeting of the Council for January 2019 will be held on January 16, 2019, at 8:00 a.m., and the regular meeting of the Council for February 2019 will be held on February 20, 2019, at 8:00 a.m.

**Section 3.** This Ordinance shall be in effect for regular meetings of the Council starting in January 2019, and be subject to amendment at the request of the Mayor of the Village of Antwerp or at the request of a member of the Council. Notice of any change in the time and/or place of a regular meeting of the Council shall be provided in accordance with Ordinance No. 2012-18.

**Section 4.** It is found and determined that all formal action of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that the time and place of regular Council meetings be established. This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 19 day of November, 2018.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

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# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-21

### AN ORDINANCE ACCEPTING THE FINAL PLAT OF THE MAUMEE LANDING SUBDIVISION - PHASE 6 (LOTS 3A, 3B, 8, AND 28) TO THE ADDITION TO THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, PURSUANT TO ORDINANCE NO. 94-17, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village of Antwerp approved the preliminary plat of the Maumee Landing Subdivision submitted by Olen McMichael, the developer for the Maumee Landing Subdivision. Said preliminary plat was discussed, approved and accepted by the council at its regular meeting on May 8, 2006; however, the minutes from that meeting failed to reflect council's action on the preliminary plat. At the special meeting of the council on July 30, 2008, the council renewed its motion to accept the preliminary plat for the Maumee Landing Subdivision, which motion was passed by a unanimous vote of the council members present.

**WHEREAS**, Olen McMichael has submitted the final plat of the Maumee Landing Subdivision - Phase 6 (Lots 3A, 3B, 8, and 28) to the Village of Antwerp Planning Commission, as well as to the Village of Antwerp Council, as required by Ordinance No. 94-17, the Village Subdivision Ordinance.

**WHEREAS**, the Planning Commission recommended that the final plat for Phase 6 (Lots 3A, 3B, 8, and 28) of the Maumee Landing Subdivision and the infrastructure improvements provided thereon be accepted.

**WHEREAS**, the final plat has been prepared by a licensed land surveyor, and in accordance with the Subdivision Ordinance, Ordinance No. 94-17, action will be taken by the Village Council within thirty (30) days after the submission of the final plat.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**SECTION 1.** That the recommendation of the Planning Commission as to the final plat of the Maumee Landing Subdivision - Phase 6 (Lots 3A, 3B, 8, and 28) to the addition to the Village of Antwerp, Paulding County, Ohio, described in Exhibit A, which is attached hereto and made a part hereof, is hereby approved, and that the final plat of the Maumee Landing Subdivision - Phase 6 (Lots 3A, 3B, 8, and 28) is hereby accepted.

**SECTION 2.** That the Village's engineer shall, upon the written request by the developer herein, inspect the construction of the streets, sewers, water mains, fire hydrants, and other infrastructure improvements identified in the plat and make a determination whether those improvements have been constructed in accordance with the specifications set forth in the approved plat and that such improvements are in good repair, which such findings shall be endorsed on the approved plat, and such endorsement shall constitute an acceptance of the improvements for public use by the Village.

**SECTION 3.** That all or parts of drives, roads and avenues as shown on the plat and not heretofore dedicated are hereby dedicated to public use as such, and easements shown on the plat are for the construction, operation and maintenance of all public and private utility purposes

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

above and beneath the surface of the ground and, where necessary, are for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, said streets identified by the developer on Exhibit A.

**SECTION 4.** That none of the lots as proposed on the plat be sold to any third party until all infrastructure improvements, as shown on the attached plat, have been completed and accepted by the Village of Antwerp, Paulding County, Ohio.

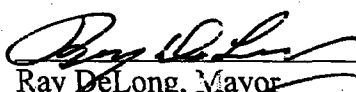
**SECTION 5.** That all requirements for the final plat have been provided as set forth in Ordinance No. 94-17, including, but not limited to, a notarized certification of the owners of the adoption of the plat, the dedication of the streets and other public areas, the approval and the signature of Village officials concerned with the specifications and inspection of utility installations and improvements, and certification by the County Auditor that there are no unpaid taxes on the property involved.

**SECTION 6.** That the Fiscal Officer for the Village of Antwerp, Ohio, is hereby authorized to record the final plat with the Paulding County Recorder and to obtain the certification of the Paulding County Recorder that the plat has been recorded. The payment of the recording fees are the responsibility of the developer.

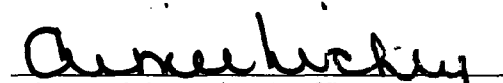
**SECTION 7.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**SECTION 8.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the final plat for Phase 6 (Lots 3A, 3B, 8, and 28) of the Maumee Landing Subdivision must be approved in order to comply with the Village's Subdivision Ordinance and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 11-19-18

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2018-22

AN ORDINANCE ESTABLISHING COMPENSATION FOR THE  
VILLAGE OF ANTWERP, OHIO FOR THE CALENDAR YEAR 2019,  
AND DECLARING THE SAME AN EMERGENCY

WHEREAS, O.R.C. Section 731.13 provides that the legislative authority of a village shall fix compensation, and the Village Council hereby fixes the compensation of Village officials, employees, appointees, and volunteers for the Village of Antwerp, Ohio for the calendar year 2019 as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1 That compensation and wage rates for the various Village officials, employees, appointees, and volunteers is hereby adopted as follows:

Position	Compensation / Wage Rate	
Mayor	\$8,800.00	Base annual salary
Council Members –existing	\$3,400.00	Base annual salary
Newly elected Council Members	\$3,800.00	Base annual salary
Fiscal Officer	\$26,148.99	Base annual salary
Village Administrator	\$46,854.60	Base annual salary
Chief of Police	\$47,052.98	Base annual salary
Police - Full Time - On Probation	\$27,557.80 to \$31,562.39	Base annual salary
Police - Full Time	\$31,540.10 to \$37,330.61	Base annual salary
Police - Part Time	\$10.20 to \$19.69	per hour
Police - Reserves	\$10.20 to \$15.75	per hour
Fire Chief	\$2,624.16	Base annual salary
Fire Dept. Secretary	\$413.26	Base annual salary
Fire Chief Assistant	\$413.26	Base annual salary
	\$11.20	per meeting
	\$14.54	first hour
	\$11.32	each add'l hour

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

Fire Captains	\$122.00	Base annual salary
Fire Lieutenants	\$85.30	Base annual salary
Volunteer Fireman	\$11.20	per training hour
	\$11.20	first hour
	\$11.20	each add'l hour
EMS Coordinator	\$2,623.94 to \$3,935.89	Base annual salary
EMS Maintenance Man	\$741.36	Base annual salary
EMS Assistant	\$344.52	Base annual salary
EMS Secretary	\$344.52	Base annual salary
EMS Drivers	\$9.93	per hour
EMR	\$10.97	per hour
EMT - A (BLS - Basic Life Support)	\$11.99	per hour
EMT - B (Immediate Life Support)	\$15.50	per hour
All EMS Personnel	\$11.55	per training hour
General Labor/Utilities Billing Clerk	\$9.24 to \$14.61	per hour
Mayor's Court Clerk/EMS Billing Clerk	\$9.24 to \$14.61	per hour
Tech I Water/Sewer/Assigned Duties	\$15.50 to \$20.00	per hour
Tech II Water/Sewer/Assigned Duties	\$17.11 to \$22.00	per hour

Section 2. Each Department Head has the authority to establish a wage rate and change in an employee's compensation within the wage structure above based upon the Village's finances and an employee's level of education, performance, attendance, certifications / licensures, knowledge, skill, abilities, variety and scope of responsibilities, and such other attributes the Department Head considers necessary for the position.

Section 3. Any and all other benefits to which Village officials and employees may be entitled are as set forth in the Village of Antwerp's Personnel Manual, subject to any and all amendments thereto, and any applicable Ordinances and Resolutions of the Village.

Section 4. It is found and determined that all formal actions of the Council

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 5. All prior legislation, or any part thereof, which is inconsistent with this Ordinance is hereby repealed as to the inconsistent parts thereof.

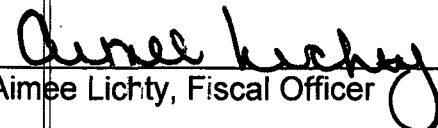
Section 6. The wage rates and compensation provided herein shall be effective the pay period beginning December 24, 2018.

Section 7. This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that compensation must be established for Village officials, employees, appointees, and volunteers for the provision of services that are essential to public peace, health, and safety. This Ordinance shall therefore take effect and be in force immediately upon its passage and shall change compensation as set forth above with the pay period beginning December 24, 2018.

Passed: 11-19-, 2018.

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-23

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$32,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

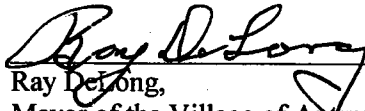
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

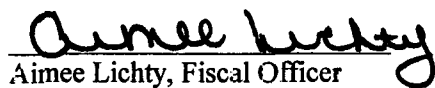
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 11-19-18

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2018-24

AN ORDINANCE AUTHORIZING THE REIMBURSEMENT OF CERTAIN MEDICAL SERVICES INCURRED BY FULL-TIME EMPLOYEES PARTICIPATING IN THE VILLAGE'S GROUP MEDICAL INSURANCE IN CALENDAR YEAR 2019, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the cost of medical insurance continues to increase each year and in an effort to curb those costs, the group medical insurance offered to full-time employees of the Village of Antwerp has been changed in recent years by increasing the maximum out-of-pocket in order to obtain a more affordable group medical insurance plan, and

WHEREAS, the Village Council has determined that this increase in the maximum out-of-pocket has created a potential significant monetary exposure to the full-time employees of the Village that participate in the group medical insurance plan, and

WHEREAS, in order to offset this exposure to some degree, Village Council hereby authorizes that a certain amount be budgeted for each full-time employee that participates in the group medical insurance plan and that a process be established by which such an employee may seek reimbursement of covered medical services in the event covered medical services exceed a certain amount, capped at the out-of-pocket maximum.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. Section 9.04 of the Village's Personnel Manual provides that the Village shall provide group medical insurance for all full-time Employees in accordance with the Village's current medical insurance contract and in accordance with ordinance(s) passed by Village Council. In accordance with Section 9.04 of the Village's Personnel Manual, Village Council hereby authorizes by ordinance that the 2019 budget include the potential reimbursement amounts per employee set forth in Sections 2 and 3 of this Ordinance, said funds to be available to full-time employees of the Village that participate in the Village's group medical insurance and available only in calendar year 2019, and any funds not used for the purpose identified herein to be forfeited if such reimbursement is not sought and received no later than December 31, 2019. This Ordinance only allows covered medical services to be subject to eligible reimbursements hereunder, which only includes medical services that are covered by the Village's group medical insurance.

Section 2. Each full-time employee that participates in the Village's group medical insurance plan and that elects single coverage has a maximum out-of-pocket of \$5,000.00 in accordance with the Village's current medical insurance. In order to assist full-time employees participating in the Village's group medical insurance plan, employees with single coverage may be eligible for reimbursement of medical services covered by the Village's group medical insurance plan when such employee has exceeded one-half (1/2) of the maximum out-of-pocket: \$2,500.00 of the \$5,000.00 maximum out-of-pocket for covered medical services. Once an employee has exceeded one-half (1/2) of the

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

maximum out-of-pocket, \$2,500.00 of the maximum out-of-pocket of \$5,000.00, the employee is eligible to request reimbursement for covered medical services in excess of \$2,500.00 up to the \$5,000.00 maximum out-of-pocket; that is, a potential reimbursement per full-time employee with single coverage of \$2,500.00.

**Section 3.** Each full-time employee that participates in the Village's group medical insurance plan and that elects spouse or family coverage has a maximum out-of-pocket of \$10,000.00 in accordance with the Village's current medical insurance. In order to assist full-time employees participating in the Village's group medical insurance plan, employees with spouse or family coverage may be eligible for reimbursement of medical services covered by the Village's group medical insurance plan when such employee has exceeded one-half (1/2) of the maximum out-of-pocket: \$5,000.00 of the \$10,000.00 maximum out-of-pocket for covered medical services. Once an employee has exceeded one-half (1/2) of the maximum out-of-pocket \$5,000.00 of the maximum out-of-pocket of \$10,000.00, the employee is eligible to request reimbursement for covered medical services in excess of \$5,000.00 up to the \$10,000.00 maximum out-of-pocket; that is, a potential reimbursement per full-time employee with spouse or family coverage of \$5,000.00.

**Section 4.** In order to obtain such reimbursements, the employee must submit receipts, invoices, and/or billing statements identifying the amounts for which reimbursement is being sought, redacting any and all personal and health information from such documentation, to the Village Fiscal Officer. The Village Fiscal Officer is then authorized to contact the representative of the Village's group medical insurance for the sole purpose of confirming that the employee has exceeded one-half (1/2) of the maximum out-of-pocket for the particular plan at issue. Once the Village Fiscal Officer is able to confirm that one-half (1/2) of the maximum out-of-pocket has been exceeded by the employee, the Village Fiscal Officer shall process the requested reimbursement on the next regular payroll as long as the documentation submitted by the employee and the confirmation required from the health insurance representative is received no later than five (5) business days prior to the date of processing the next regular payroll, or the reimbursement will be processed for the next regular payroll thereafter.

**Section 5.** All reimbursements made in accordance with this Ordinance shall be made payable to the requesting employee, processed through regular payroll, and subject to any and all applicable withholdings. Employees who are not employed the full year will have this benefit only for covered medical services as set forth herein and that are requested for reimbursement during the term of such employee's full-time employment with the Village.

**Section 6.** All prior legislation, or any part thereof, which is inconsistent with this Ordinance is hereby repealed as to the inconsistent part thereof.

**Section 7.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S


Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_


legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 8.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the potential reimbursement figures set forth herein must be included in the Village's budget for calendar year 2019. This Ordinance shall therefore take effect and be in full force and effect immediately after its passage and shall be available to full-time employees covered by the Village's group medical insurance beginning January 1, 2019, and ending December 31, 2019.

Passed: 11-19-18

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2018-10

### **A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP, OHIO TO ENTER INTO A DONATION AGREEMENT WITH PAULDING COUNTY HOSPITAL FOR THE INSTALLATION OF A TEN-STATION FITNESS TRAIL AT RIVERSIDE VETERANS MEMORIAL PARK; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, Paulding County Hospital desires to donate and install a ten-station fitness trail in the Riverside Veterans Memorial Park located in the Village of Antwerp;

**WHEREAS**, the Village of Antwerp desires to enter into a Donation Agreement with Paulding County Hospital in which the Village agrees to accept the ten-station fitness trail upon completion; and

**WHEREAS**, the Village of Antwerp agrees to accept the ownership and responsibility to maintain the ten-station fitness trail as set forth in such Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, Paulding County Ohio:

**Section 1.** The Mayor of the Village of Antwerp is hereby authorized to enter into and execute on behalf of the Village of Antwerp a Donation Agreement with Paulding County Hospital for a ten-station fitness trail to be installed in the Riverside Veterans Memorial Park. The Donation Agreement is attached hereto and incorporated herein by reference.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the installation of a ten-station fitness trail in the Riverside Veterans Memorial Park is beneficial to the well-being of the residents, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: December 10, 2018.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## DONATION AGREEMENT

This Agreement is made between Paulding County Hospital, an Ohio county hospital pursuant to ORC Chapter 339, and the Village of Antwerp, an Ohio political subdivision, made this 10 day of Dec, 2018.

1. In order to enhance the health and welfare of the Antwerp community, Paulding County Hospital agrees to donate and install a ten-station fitness trail in the Riverside Veteran's Memorial Park. Upon completion of the installation of the fitness trail and stations, Paulding County Hospital shall transfer all of its rights and interests in the ten station fitness trail to the Village of Antwerp, and will have no further responsibilities or obligations concerning the fitness trail and stations.

2. The Village of Antwerp accepts this donation and further agrees that upon completion of the installation of the ten-station fitness trail by Paulding County Hospital, the Village of Antwerp shall:

- a. assume ownership and be responsible for all maintenance and repair of the ten station fitness trail;
- b. shall maintain mutually agreeable signs at each station acknowledging Paulding County Hospital's donation of the fitness trail and station; and
- c. indemnify and hold Paulding County Hospital harmless against all claims, liabilities, judgments, or any other actions arising from the ten station fitness trail and any use of it, including reasonable attorney's fees.

3. Each party represents and warrants the appropriate actions have been taken by each party to authorize the parties to enter into this Agreement.

PAULDING COUNTY HOSPITAL

By: [Signature]  
Its CEO

VILLAGE OF ANTWERP

By: [Signature]  
Its [Signature]

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2018-11

### A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PENN CARE, INC. TO PURCHASE A BRAUN AMBULANCE FOR THE VILLAGE EMS DEPARTMENT; AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village EMS Department is in need of an ambulance in order to provide emergency medical services to the residents of the Village of Antwerp; and

**WHEREAS**, the Council for the Village of Antwerp passed Resolution No. 2014-11 for the Village Administrator to purchase supplies, services, equipment and certain other materials from the Department of Administrative Services, Office of State Purchasing, known as the State Cooperative Purchasing Program; and

**WHEREAS**, Penn Care, Inc. has presented a Purchase Agreement to the Village of Antwerp for a Braun ambulance, specifically a Braun 2017 Chief XL Type III Demo (7316), and the Village Administrator, as the agent of the Village under the State Cooperative Purchasing Program, is the proper person to enter into the Purchase Agreement for the purchase of an ambulance for the Village EMS Department.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Administrator is authorized to enter into the Purchase Agreement with Penn Care, Inc. for a Braun 2017 Chief XL Type III Demo (7316), said Purchase Agreement attached hereto and incorporated herein by reference.

**Section 2.** The funds to purchase this ambulance will be from the EMS vehicle replacement fund. Any funds needed in excess of the amount available in the EMS vehicle replacement fund for this purchase shall be paid from the EMS fund.


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

**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of an ambulance for the well-being and safety of the residents and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

Passed: December 10, 2018.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

7100/103/00850980-1 MLF  
7100/077/00351220-1 MLF

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2018-26

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$7,200.00 FROM THE GENERAL FUND TO THE SEVERANCE PAY RESERVE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Severance Pay Reserve Fund to accumulate the necessary resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or retirement of officers and employees of the Village of Antwerp, Ohio; and

**WHEREAS**, the Village Council, pursuant to Ohio Revised Code Section 5705.13(B), may transfer money to this special revenue fund from any other fund of the Village; and

**WHEREAS**, the Village Council desires to transfer funds from the General Fund to the Severance Pay Reserve Fund to accumulate the necessary resources for the purposes set forth in Ohio Revised Code Section 5705.13(B).

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) from the General Fund to the Severance Pay Reserve Fund.

**Section 2.** The transfer of these funds from the General Fund to the Severance Pay Reserve Fund is necessary to accumulate the resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or retirement of officers and employees of the Village of Antwerp, Ohio.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village must accumulate the necessary resources for the reasons set forth hereinabove and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 12-27-18

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong  
Mayor of the Village of Antwerp



RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2018-27

AN ORDINANCE AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF ANTWERP, OHIO TO AMEND APPROPRIATIONS AND DECLARING IT AN EMERGENCY

WHEREAS, the Fiscal Officer has determined that it is necessary to amend the following appropriations, and

WHEREAS, Council must approve the amending of appropriations pursuant to Ohio Revised Code Section 5705.40.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1: The Fiscal Officer is hereby authorized to amend the following appropriations:

VILLAGE OF ANTWERP  
2018 REAPPROPRIATIONS

	ORIGINAL APPROPRIATION	ADJUSTMENT	REAPPROPRIATION BALANCE
A01- GENERAL FUND	\$ 434,541.50	(38,302.65)	396,238.85
B01 - STREET FUND	\$ 103,888.12	(37,483.13)	66,404.99
B02 - STATE HIGHWAY FUND	\$ 10,000.00	(9,359.80)	640.20
B05 - LAW ENFORCEMENT FUND	\$ 3,400.00	(262.61)	3,137.39
B07 - FED-MAYOR COURT	\$ 4,500.00	(2,645.00)	1,855.00
B08 - PERMISSIVE TAX	\$ 25,000.00	-	25,000.00
B09 - FIRE FUND	\$ 115,889.31	(8,702.28)	107,187.03
B10 - FIRE TRUCK LEVY FUND	\$ 51,137.17	11.05	51,148.22
B11 - EMS FUND	\$ 98,000.00	(19,359.46)	78,640.54
B12 - EMS VEHICLE REPL FUND	\$ 113,000.00	(113,000.00)	-
B14 - SEVERANCE PAY RES FUND (NEW IN 2017)	\$ 36,852.99	(36,852.99)	-
B15 - VETS MEMORIAL	\$ 2,600.00	(2,600.00)	-

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Passed \_\_\_\_\_

B17 - IND DR ALCOHOL MONITOR	\$	-	-	-
D01 - OWDA - PUMP STATION	\$	788,521.23	(46,509.84)	742,011.39
D02 - WATER TREATMENT PLANT IMP (NEW IN 2017)	\$	173,640.00	(160,072.53)	13,567.47
D03 - CDBG - PARK DRAINAGE (NEW 2019)	\$	-	-	-
D04 - WATER ASSET MGMT PLAN	\$	-	9,568.62	9,568.62
E01 - WATER FUND	\$	375,463.01	(8,055.07)	367,407.94
E02 - WASTEWATER FUND	\$	396,065.46	432.91	396,498.37
E05 - TRASH	\$	60,000.00	(639.22)	59,360.78
E06 - DEPOSIT FUND	\$	600.00	(537.69)	62.31
E08 - COMPOST FUND	\$	9,000.00	(3,536.00)	5,464.00
E14 - STORM SEWER	\$	24,500.00	(12,866.55)	11,633.45
G05 - CEMETERY FUND	\$	14,700.00	422.59	15,122.59
G06 - INDIGENT DRIVER	\$	-	-	-
G07 - FOJ FUND	\$	87.78	454.22	542.00
G08 - MAYORS COURT	\$	35,000.00	9,179.10	44,179.10
H01 - POLICE FUND	\$	254,583.30	(15,429.32)	239,153.98
H03- STREET LIGHTING	\$	22,500.00	19.56	22,519.56
GRAND TOTAL	\$	3,153,463.87	\$ (496,126.09)	\$2,657,343.78

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 3:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the appropriations identified herein need to be amended in 2018 and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 12-27-18

Attest: ,

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong  
Mayor of the Village of Antwerp

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-28

### AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ANTWERP, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019, AND DECLARING THE SAME AN EMERGENCY

**Section 1.** BE IT ORDAINED by the Council of Village of Antwerp, State of Ohio, that, to provide for the current expenses and other expenditures of the said Village of Antwerp during the fiscal year ending December 31, 2019, the following sums be and they are hereby set aside and appropriated as follows:

Appropriations by Fund	Amount
A1 - General	\$ 557,886.25
B1 - Street Construction, Maintenance, and Repair	\$ 93,388.12
B2 - State Highway and improvement	\$ 10,000.00
B5 - Law Enforcement Training	\$ 3,392.60
B7 - Fed-Mayor's Court	\$ 5,200.00
B8 - Permissive Tax Budget	\$ 25,000.00
B9 - Fire	\$ 82,791.90
B10 - Fire Truck	\$ 52,474.38
B11 - EMS	\$ 137,313.05
B12 - EMS Vehicle Replacement	\$ 125,794.27
314 - Severance Pay Reserve Fund	\$ 50,382.18
315 - VET's Memorial	\$ 2,500.00
317 - Ind Dr Alcohol Monitor	\$ -
D01 - Pump Station Project	\$ 15,986.16
D02 - Water Treatment Plant Improvements	\$ 229,139.00
D03 - CDBG - Park Drainage	\$ 25,575.00
D04 - Water Asset Mgmt Plan	\$ 13,135.38
E1 - Water	\$ 383,678.47
E2 - Sewer	\$ 371,740.22
E5 - Trash	\$ 60,000.00
E6 - Deposit	\$ 600.00
E8 - Compost	\$ 15,000.00
E14 - Storm Sewer	\$ 26,500.00

7100/104/00862441-1 OUT

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

G5 - Cemetery	\$ 14,700.00
G6 - Indigent Driver	\$ -
G7 - FOJ	\$ 1,390.91
G8 - Mayor's Court	\$ 35,000.00
H1 - Police	\$ 271,182.66
H3 - Street Lighting	\$ 22,500.00
	<b>\$2,632,650.55</b>

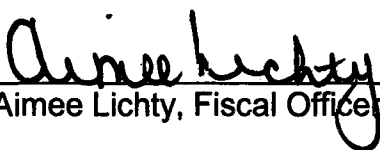
**Section 2.** The Fiscal Officer is hereby authorized to draw warrants on the Village Fiscal Officer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations herein made.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the appropriations identified herein need to be approved by council prior to January 1, 2019, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed 12-27-18

  
Jan Reeb, President of Council

Attest:   
Aimee Lichty, Fiscal Officer

  
Ray DeLong, Mayor

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

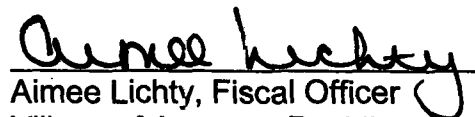
## CERTIFICATE

**Section O.R.C 5705.39** - "No appropriation measure shall become effective until the county auditor files with the appropriating authority . . . a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure . . . ."

The State of Ohio Paulding County,

I, Aimee Lichty, Fiscal Officer of the Village of Antwerp in said County, and in whose custody the files, journals, and records are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Ordinance is taken and copied from the original Ordinance now on file with said Village, that the foregoing Ordinance has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature this 27 day of December, 2018.

  
Aimee Lichty, Fiscal Officer  
Village of Antwerp, Paulding  
County, Ohio

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## 2019 Revenue

Revenue Account	Amount
A1 - General	\$ 780,105.29
B1 - Street Construction, Maintenance, and Repair	\$ 111,265.45
B2 - State Highway and Improvement	\$ 26,037.40
B5 - Law Enforcement Training	\$ 3,392.60
B7 - Fed-Mayor's Court	\$ 5,294.70
B8 - Permissive Tax Budget	\$ 31,391.93
B9 - Fire	\$ 85,845.24
B10 - Fire Truck	\$ 52,543.89
B11 - EMS	\$ 221,339.16
B12 - EMS Vehicle Replacement	\$ 135,794.27
B14 - Severance Pay Reserve Fund	\$ 50,382.18
B15 - VET's Memorial	\$ 4,859.08
B17 - Ind Dr Alcohol Monitor	\$ 100.00
D01 - Pump Station Project	\$ 15,986.16
D02 - Water Treatment Plant Improvements	\$ 229,139.00
D03- CDBG - Park Drainage	\$ 25,575.00
D04 - Water Asset Mgmt Plan	\$ 13,135.38
E1 - Water	\$ 400,750.00
E2 - Sewer	\$ 417,216.13
E5 - Trash	\$ 68,646.32
E6 - Deposit	\$ 7,360.97
E8 - Compost	\$ 15,400.00
E14 - Storm Sewer	\$ 134,000.00
G5 - Cemetery	\$ 14,700.00
G6 - Indigent Driver	\$ 3,699.66
G7 - FOJ	\$ 1,390.91
G8 - Mayor's Court	\$ 37,805.55
H1 - Police	\$ 271,974.23
H3 - Street Lighting	\$ 24,602.21
	\$ 3,189,732.71



## 2019 Expenses

Expense Account	Amount
A1 - General	\$ 557,886.25
B1 - Street Construction, Maintenance, and Repair	\$ 93,388.12
B2 - State Highway and Improvement	\$ 10,000.00
B5 - Law Enforcement Training	\$ 3,392.60
B7 - Fed-Mayor's Court	\$ 5,200.00
B8 - Permissive Tax Budget	\$ 25,000.00
B9 - Fire	\$ 82,791.90
B10 - Fire Truck	\$ 52,474.38
B11 - EMS	\$ 137,613.05
B12 - EMS Vehicle Replacement	\$ 125,794.27
B14 - Severance Pay Reserve Fund	\$ 50,382.18
B15 - VET's Memorial	\$ 2,600.00
B17 - Ind Dr Alcohol Monitor	\$ -
D01 - Pump Station Project	\$ 15,986.16
D02 - Water Treatment Plant Improvements	\$ 229,139.00
D03- CDBG - Park Drainage	\$ 25,575.00
D04 - Water Asset Mgmt Plan	\$ 13,135.38
E1 - Water	\$ 383,678.47
E2 - Sewer	\$ 371,740.22
E5 - Trash	\$ 60,000.00
E6 - Deposit	\$ 600.00
E8- Compost	\$ 15,000.00
E14 - Storm Sewer	\$ 26,500.00
G5 - Cemetery	\$ 14,700.00
G6 - Indigent Driver	\$ -
G7 - FOJ	\$ 1,390.91
G8 - Mayor's Court	\$ 35,000.00
H1 - Police	\$ 271,182.66
H3 - Street Lighting	\$ 22,500.00
	\$ 2,632,650.55

## 2019 GENERAL FUND REVENUE

### REVENUE

A01-A-111	Real Estate Tax	47,000.00	
A01-A-111-1	General Trailer Tax	300.00	
A01-A-112	Gen. Tangible Pers. Prop. Tax		
A01-A-114	Village Income Tax	290,000.00	
A01-B-122	General Inheritance Tax		
A01-B-123	Gen. Cigarette Tax	125.00	
A01-B-125	Gen. Liquor Tax	2,900.00	
A01-B-127	Gen. State Income Tax	32,000.00	
A01-B-128	Gen. Local Gov/Rev. Assistance	-	
A01-A-129	Other Local Tax		
A01-B-129	Intergovernmental	7,700.00	
A01-D-142-3	OPWC/Natureworks Grant		
A01-F-162	Gen. Licenses & Permits	9,000.00	Mediacom
A01-F-163	Prisoners		
A01-H-182	General Interest	2,000.00	
A01-H-184	Gen. Miscellaneous	500.00	DONATIONS
A01-H-185	Payment in lieu of taxes-CRA	6,000.00	Essen Haus2020
	<b>TOTAL</b>	<b>397,525.00</b>	
	<b>2018 Approx. Ending Balance</b>	<b>341,580.29</b>	
	<b>Balance</b>	<b>739,105.29</b>	

### IN & OUT

A01-F-161	Gen. Fines & Forfeitures	40,000.00	30K in 2018
A01-F-161-A	Police - from fines	1,000.00	George increased 10K
	<b>2018 Approx. Ending Balance</b>		

**Amount Available for Expenses                      780,105.29**

# 2019 APPROPRIATIONS FOR GENERAL FUND

LINE	DESCRIPTION	AMOUNT	
A01-1-A-220	POLICE T&T	4,000.00	
A01-1-A-240	POLICE OPER & MAINT		
A01-2-B-230	PUBLIC HEALTH & WELFARE		
A01-3-B-211	PARKS SALARIES	21,000.00	
A01-3-B-212	PARKS BENEFITS	11,000.00	
A01-3-B-220	PARKS TRAVEL & TRAINING	150.00	MOSQUITO TRAINING
A01-3-B-230	PARKS CONTRACTUAL	1,200.00	AEP BILL?
A01-3-B-240	PARKS OPER. & MAINT.	9,000.00	
A01-3-B-250	PARKS CAPITAL	12,000.00	mower - 6000
A01-3-B-251	CDBG - VILLAGE MATCH PARK DRAINAGE	3,836.25	
A01-4-A-230	GENERAL ZONING BOARD CONTRACTUAL	1,350.00	
A01-4-A-240	GENERAL ZONING OPER & MAINT.	100.00	POSTAGE FOR ZONING
A01-4-E-230	HOUSING INSPECTOR CONTRACTUAL	800.00	WAGES
A01-4-E-240	HOUSING INSPECTOR OPER & MAINT	1,200.00	INS
A1-6A-250	CRA CAPITAL OUTLAY		
A1-7-A-211	GENERAL MAYOR SALARY	8,800.00	
A1-7-A-212	GENERAL MAYOR BENEFITS	1,500.00	
A1-7-A-220	GENERAL MAYOR TRAVEL & TRAINING	1,000.00	
A1-7-A-230	GENERAL MAYOR CONTRACTUAL	1,000.00	MONTHLY BILLS
A1-7-A-240	GENERAL MAYOR OPER. & MAINT.	1,000.00	
A1-7-A-250	GENERAL MAYOR CAPITAL OUTLAY		
A1-7-B-211	COUNCIL SALARIES	22,000.00	3800 x 4 / 3400x2
A1-7-B-2111	ADMINISTRATOR SALARIES	4,900.00	
A1-7-B-212	GENERAL LEGISLATIVE BENEFITS	3,500.00	
A1-7-B-2121	ADMINISTRATOR BENEFITS	3,400.00	
A1-7-B-220	COUNCIL/ADMINISTRATIVE TRAVEL & TRAINING	1,500.00	
A1-7-B-230	COUNCIL CONTRACTUAL	15,000.00	
A1-7-B-240	COUNCIL OPER. & MAINT.	4,100.00	
A1-7-B-250	COUNCIL CAPITAL OUTLAY	2,000.00	
A1-7-C-2-1	MAYOR'S COURT CLERK SALARIES	5,900.00	
A1-7-C-212	MAYOR'S COURT CLERK BENEFITS	1,300.00	
A1-7-C-220	MAYOR'S COURT CLERK TRAVEL	1,000.00	
A1-7-C-230	MAYOR'S COURT CONTRACTUAL	2,500.00	
A1-7C-239	STATE ROTARY FEES M/C		
A1-7-C-240	GEN. MAYOR'S COURT OPERATION	3,200.00	
A1-7-D-211	FISCAL OFFICER-TREAS SALARIES	13,600.00	
A1-7-D-212	FISCAL OFFICER-TREAS BENEFITS	13,600.00	
A1-7-D-220	FISCAL OFFICER TRAVEL & TRAINING	1,000.00	
A1-7-D-230	FISCAL OFFICER CONTRACTUAL	1,500.00	
A1-7-D-240	FISCAL OFFICER OPER. & MAINT.	1,700.00	
A1-7-D-250	FISCAL OFFICER CAPITAL OUTLAY	750.00	New printer-computer
A1-7-E-230	GEN LANDS & BUILDING CONTRACTUAL	14,000.00	MONTHLY BILLS
A1-7-E-240	GEN LANDS & BUILDING OPER. & MAINT.	10,000.00	
A1-7-E-250	GEN LANDS & BUILDINGS CAPITAL	17,000.00	3K TOWN HALL ROOF /6k mower
A1-7-G-230	PAULDING COUNTY AUDITOR FEES CONTRACTUAL	3,500.00	
A1-7-I-230	RITA ADMIN FEE	13,000.00	
A1-7-I-231	STATE AUDITOR FEE	20,000.00	
A1-7-J-230	GEN ELECTIONS & WORKERS COMP	14,000.00	2019 & 2020 prem same year
A1-7-K-230	SOLICITOR CONTRACTUAL	24,000.00	
A1-7-X-212	EMPLOYEE HEALTH DEDUCTIBLE	32,500.00	
		329,386.25	

## IN & OUT

A1-7-X-270	GEN FUND TRANSFER-Police-Water-lighting	228,000.00	152,000 police, 35K water, 20K Fire, 13,500 severance & 7500 light
A1-1-A-250	POLICE - CAP. FROM FINES	500.00	

**TOTAL 2018 APPROPRIATIONS 557,886.25**

148K police in 2019 - 128k in 2018 - 179K in 2017 for cruiser  
 35K water in 2019 - 0.00 water in 2018 - 10K in 2017  
 20k fire in 2019 - 0.00 in past  
 13.5K in severance in 2019 - 7200 in 2018 - fund created in 2017  
 7500 in lighting in 2019 - 7500 in lighting in 2018 - yearly

## 2019 STREET BUDGET

### REVENUE

B1-B-124	Street MVR Fees	11,000.00
B1-B-126	Street Gas Tax	55,000.00
B1-H-182	Street Interest	-
B1-H-184	Misc.	150.00
B1-H-185	Transfer from General	-
<b>TOTAL</b>		<b>66,150.00</b>
<b>Approx. 2018 Ending Balance</b>		<b>45,115.45</b>
<b>Amount Available for Expenses</b>		<b>111,265.45</b>

REPAIR A STREET???

if we have 25K left no transfer

### APPROPRIATIONS

<b>Streets</b>		
B1-6-B-211	Salaries/Wages	19,000.00
B1-6-B-212	Employee Benefits	14,000.00
B1-6-B-220	Travel & Training	-
B1-6-B-230	Street Repair Contractual	7,500.00
B1-6-B-240	Oper & Maint.	12,000.00
B1-6-B-250	Capital Outlay	13,000.00
B1-6-D-230	Street Contractual	6,000.00
B1 6D 261	OPWC Loan-Daggett St	708.70
B1 6D 2611	OPWC Loan-Cleve-Wash	1,929.42
<b>Snow Removal</b>		
B1-6-C-230	Contractual	7,500.00
B1-6-C-240	Oper & Maint.	4,000.00
B1-6-C-250	Capital Outlay	-
<b>Traffic Signals/Signs</b>		
B1-6-E-230	Contractual	5,000.00
B1-6-E-240	Oper & Maint.	2,000.00
B1-6-E-250	Capital Outlay	750.00
<b>TOTAL APPROPRIATIONS</b>		<b>93,388.12</b>

5k patching, 8k new truck  
monthly bills

SNOW PLOW COMP  
salt for spreader

MONTHLY BILLS  
SIGNS

## 2019 STATE HIGHWAY BUDGET

### REVENUE

B02-B-124	MVR Fees	900.00
B02-B-126	Gas Tax	4,400.00
B02-H-182	Interest	250.00
TOTAL		5,550.00
2018 Approx. Carryover		20,487.40
Amount Avail. For Expenses		26,037.40

### APPROPRIATIONS

B02-6-A-250	Capital Improvements	10,000.00
TOTAL		10,000.00

## 2019 LAW ENFORCEMENT TRAINING

### REVENUE

B5-D-144	CPT GRANT	-
	<b>TOTAL</b>	-
	2018 Approx. Carryover	3,392.60
	<b>Amount Avail. For Expenses</b>	<b>3,392.60</b>

can't do till after 2018 train

### APPROPRIATIONS

B5-1A-230	LAW ENFOR TRAINING	3,392.60
	<b>TOTAL</b>	<b>3,392.60</b>

## 2019 FEDERAL REV. - MAYOR'S COURT BUDGET

### REVENUE

B7-F-161	From Fines and Forf.	1,000.00
	<b>TOTAL</b>	<b>1,000.00</b>
	<b>2018 Approx. Carryover</b>	<b>4,294.70</b>
	<b>Amount Avail. For Expenses</b>	<b>5,294.70</b>

### APPROPRIATIONS

B7-7-A-240	Operation & Maintenance	3,500.00	baldwin group (1597.00)
B7-7-A-250	Capital Outlay	1,700.00	chair and printer
	<b>TOTAL</b>	<b>5,200.00</b>	

## 2019 PERMISSIVE TAX BUDGET

### REVENUE

B8-B-113	State License Plate Tax	16,000.00
B8-B-128	County Permissive Tax	9,000.00
B8-H-182	Permissive Tax Checking Interest	-
	<b>2018 Approx. Carryover</b>	<b>6,391.93</b>
	<b>Amount Avail. For Expenses</b>	<b>31,391.93</b>

### APPROPRIATIONS

B8-6-A-250	Capital Improvements	25,000.00	PATCHING PAVING
<b>TOTAL</b>		<b>25,000.00</b>	

Sara says we take 5000 out of street for patching so a total of close to 30K for paving



## 2019 FIRE BUDGET

### REVENUE

B09-A-111	Real Estate	20,000.00	Fire Truck Has own fund
B09-A-111-1	Trailer Tax	150.00	
B09-A-112	Personal Property Tax	-	
B09-A-152	Misc.	-	DONATIONS (WINDMILL 11250.00)
B09-B-129	Intergovernmental	2,900.00	
B09-D-142	Tanker Truck Grant	-	100K recvd in 2016
B09-D-146	Fire Grants	585.00	training
B09-D-147	Fire Protection Clothing Grant	-	apply for 2019 - not guaranteed
B09-D-148	Fire Grant MARCS	3,360.00	Mark's radio SERVICE
B09-E-151-1	Contracts	21,099.32	17K Carryall 3,864 Harrison
B09-G-170	Loan for fire truck	-	202,197.00 REVD IN 2016
B09-H-182	CD Interest	-	
B09-H-191	Transfer In	20,000.00	due to contacts/fire truck
<b>TOTAL</b>		<b>68,094.32</b>	
<b>Approx. 2018 Carryover</b>		<b>17,750.00</b>	
<b>Amount Avail. For Expenses</b>		<b>85,845.24</b>	

### APPROPRIATIONS

B9-1-A-211	Salary	16,500.00	
B9-1-A-212	Benefits	4,000.00	
B9-1-A-220	Travel & Training	3,000.00	
B9-1-A-230	Contractual	18,500.00	MARKS SERVICE 3360.00
B9-1-A-240	Operation & Maint.	12,000.00	
B9-1-A-250	Capital	10,000.00	
B9-1-A-251	Protective Clothing Grant	-	apply for in 2019
B09-1-A-0261100	Tanker Truck Principle	13,528.20	
B09-1-A-0261200	Tanker Truck Interest	2,271.80	
B09-1-A-2620000	Fire Truck Loan Interest	2,991.90	left over interst from B10
B09-1-B-0250000	Tanker Truck Original Purchase	-	pd in 2016
<b>TOTAL</b>		<b>82,791.90</b>	

Levy to bring in 50K - See B10 Fund - income and expense is in that fund  
 We will be 2991.90 short in fire levy income - interest was not included  
 In 2019 no interest will be paid above in B10-1B-262 account  
 in 2019 B10 interest will be paid of of B9 Fund B9-1-A1262

## 2019 FIRE TRUCK LEVY

### REVENUE

B10-A-111	Fire Truck Levy Real Estate	48,000.00	
B10-A-111-10	Fire Truck Levy TRAILER tax	400.00	LEVY
B10-B-0129	Intergovernmental	2,400.00	LEVY
	<b>TOTAL</b>	<b>50,800.00</b>	
	<b>Approx. 2018 Carryover</b>	<b>1,743.89</b>	
	<b>Amount Avail. For Expenses</b>	<b>52,543.89</b>	

### APPROPRIATIONS

B10-1-B-261	Fire Truck Loan Principle	52,474.38	
B10-1-B-262	Fire Truck Loan Interest	-	see note below
	<b>TOTAL</b>	<b>52,474.38</b>	

**Levy to bring in 50K**

**We will be 2991.90 short in fire levy income - interest was not included**

**In 2019 no interest will be paid above in B10-1B-262 account**

**The interest will be paid of of B9 Fund B9-1-A1262**

Principle payment increases and interest decreases so no money  
left for interest after principle is paid in 2019

## 2019 EMS BUDGET

### REVENUE

B11-B-111	Real Estate	12,500.00
B11-B-111-1	Trailer Tax	100.00
B11-B-112	Personal Property	-
B11-B-129	State Rollback-Intergovernmental	2,000.00
B11-B-152	Miscellaneous	-
B11-B-152-1	Contracts	23,000.00
B11-B-1522	EMS Building Note	-
B11-E-152	Run Receipts	60,000.00
B11-B-1523	EMS Grant	-
B11-I-192	Transfer from General	-
<b>TOTAL</b>		<b>97,600.00</b>
<b>Approx. 2018 Carryover</b>		<b>123,739.16</b>
<b>Amount Avail. For Expenses</b>		<b>221,339.16</b>

NO EMS PAID IN 2018

### APPROPRIATIONS

B11-1-B-211	Salary	40,000.00
B11-1-B-212	Benefits	8,000.00
B11-1-B-220	Travel & Training	10,000.00
B11-1-B-230	Contractual	15,000.00
B11-1-B-240	Oper. & Maint.	20,000.00
B11-1-B-250	Capital Outlay	44,613.05
B11-1B-2501	EMS Vehicle Replacement set aside	-
B11-1-B-261	Loan Payment Principle (cot & Chair)	-
B11-1-B-262	Loan Payment Interest (cot & Chair)	-
<b>TOTAL</b>		<b>137,613.05</b>

meeting room/ac/secured room/29613.05 EMS UNIT

## 2019 EMS VEHICLE REPLACEMENT BUDGET

### 2019 REVENUE

B12-E-152	EMS Vehicle Replacement	10,000.00
<b>TOTAL</b>		<b>10,000.00</b>
<b>2018 Approx. Carryover</b>		<b>125,794.27</b>
<b>Amount Avail. For Expenses</b>		<b>135,794.27</b>

NEW UNIT 2018 / NO BILL  
MOVED TO 2019?

### 2019 Appropriations

B126B 250	<b>EMS VEHICLE FUND</b>	<b>125,794.27</b>
<b>Total Appropriations</b>		<b>125,794.27</b>

may need to chg if not  
bought in 2018

## 2019 SEVERANCE PAY RESERVE FUND

### REVENUE

B14-10191	Transfer In	13,500.00
	<b>TOTAL</b>	<b>13,500.00</b>
	<b>2018 Approx. Carryover</b>	<b>36,882.18</b>
	<b>Amount Avail. For Expenses</b>	<b>50,382.18</b>

### APPROPRIATIONS

B14-7X0211	Severance Pay	50,382.18	Sara retire?
	<b>TOTAL</b>	<b>50,382.18</b>	

George as of Dec 2018 1020 hrs avail at 21.49 p/h = 21919.80

Sara as of Dec 2018 542.5 hrs avail at 22.52 = 12217.10

Curtis as of Dec 2018 345 hrs avail at 20.50 = 7072.50, NOT OLD ENOUGH TO RETIRE

Bill as of Dec 2018 530 hrs avail at 17.12 = 9,073.60 Bill has 10 years for 2019

Aimee does not have 10 years in

Chris does not have 10 years in

## 2019 VETS MEMORIAL

### REVENUE

B15 H 183	Vet's Memorial Revenue	75.00
		-
		-
	<b>TOTAL</b>	<b>75.00</b>
	<b>2018 Approx. Carryover</b>	<b>4,784.08</b>
	<b>Amount Avail. For Expenses</b>	<b>4,859.08</b>

### APPROPRIATIONS

B15 3B 240	Vet's Memorial Expenses	2,600.00	engraving 600 + repair
	<b>TOTAL</b>	<b>2,600.00</b>	

## 2019 IND DR ALCOHOL MONITOR

### REVENUE

B17-B-161	IND DR ALCOHOL MONITOR	
	<b>TOTAL</b>	-
	<b>2018 Approx. Carryover</b>	<b>100.00</b>
	<b>Amount Avail. For Expenses</b>	<b>100.00</b>

### APPROPRIATIONS

B17-1-A-250	MONITOR DEVICE	-
	<b>TOTAL</b>	-

## 2019 PUMP STATION PROJECT

### REVENUE

D01-B014200	OPWC GRANT	-
D01B01421000	CDBG GRANT	-
D01-I017200	OWDA LOAN	15,986.16
	<b>TOTAL</b>	<b>15,986.16</b>
	2018 Approx. Carryover	-
	<b>Amount Avail. For Expenses</b>	<b>15,986.16</b>

### APPROPRIATIONS

D015D02500	OWDA LOAN	15,986.16
D015D02510	OPWC PUMP STATION GRANT	-
D015D0252000	CDBG CAPITAL OUTLAY	-
	<b>TOTAL</b>	<b>15,986.16</b>

## 2019 WATER TREATMENT PLANT IMPROVEMENTS

### REVENUE

D02D014200	OPWC GRANT	75,125.00	
D02H017200	OPWC LOAN	86,325.00	
D02H017210	OWDA LOAN	67,689.00	NEW LINE
	<b>TOTAL</b>	<b>229,139.00</b>	
	<b>2018 Approx. Carryover</b>	<b>-</b>	
	<b>Amount Avail. For Expenses</b>	<b>229,139.00</b>	

### APPROPRIATIONS

D025D0250	WATER PLANT IMPROVEMENTS	161,450.00	
D025D0251	OWDA WATER PLANT IMP	67,689.00	NEW LINE
	<b>TOTAL</b>	<b>229,139.00</b>	



## 2019 CDBG - PARK DRAINAGE PROJECT

### REVENUE

D03D014200	CDBG GRANT	25,575.00
	<b>TOTAL</b>	<b>25,575.00</b>
	2018 Approx. Carryover	-
	<b>Amount Avail. For Expenses</b>	<b>25,575.00</b>

### APPROPRIATIONS

D031B0250	DRAINAGE PAID WITH GRANT	25,575.00
	<b>TOTAL</b>	<b>25,575.00</b>

## 2019 WATER ASSET MANAGEMENT PLAN

### REVENUE

D04B014200	OWDA GRANT	396.38
D04H0172	OWDA LOAN	12,739.00
	<b>TOTAL</b>	<b>13,135.38</b>
	<b>2018 Approx. Carryover</b>	<b>-</b>
	<b>Amount Avail. For Expenses</b>	<b>13,135.38</b>

### APPROPRIATIONS

D045D0250	WATER ASSET MGMT PLAN	13,135.38
	<b>TOTAL</b>	<b>13,135.38</b>

## 2019 WATER REVENUE

REVENUE		
E1-E-155-1	Water Rent	345,000.00
E1-E-155-2	Water Tap Fees	2,250.00
E1-E-155-3	Bulk Water	2,000.00
E1-E-155-6	Loan Antwerp Bank was Capmark	
E1-E-155-7	Water Misc.	500.00
E1-H-182	CD Interest	-
E1-I-192	Transfer from general	35,000.00
	<b>TOTAL</b>	<b>384,750.00</b>
	<b>2018 Approx. Carryover</b>	<b>15,000.00</b>
	<b>Amount Avail. For Expenses</b>	<b>400,750.00</b>

PD OFF 2018

0.00 budgeted in 2018

# 2019 WATER APPROPRIATIONS

FISCAL OFFICER			
E1-5-A-211	Salaries/Wages	6,900.00	
E1-5-A-212	Employee Benefits	6,900.00	ins
E1-5-A-220	Travel & Training	500.00	
E1-5-A-230	Contractual	1,000.00	MONTHLY BILLS
E1-5-A-240	Oper & Maint.	700.00	
E1-5-A-250	Capital Outlay	375.00	NEW COMPUTER
Billing			
E1-5-B-211	Salaries/Wages	6,000.00	
E1-5-B-212	Employee Benefits	1,100.00	
E1-5-B-220	Travel & Training	-	
E1-5-B-230	Contractual	3,000.00	MONTHLY BILLS
E1-5-B-240	Oper & Maint.	1,200.00	MAKE SURE 50%
E1-5-B-250	Capital Outlay	400.00	DESK
Filtration			
E1-5-D-211	Salaries/Wages	80,000.00	
E1-5-D-212	Employee Benefits	42,000.00	
E1-5-D-220	Travel & Training	1,200.00	
E1-5-D-230	Contractual	43,000.00	MONTHLY BILLS
E1-5-D-231	Chemicals	15,500.00	
E1-5-D-240	Oper & Maint.	5,000.00	
E1-5-D-250	Capital Outlay	4,000.00	2k for chlorinator
Pumping			
E1-5-E-230	Contractual	15,000.00	MONTHLY BILLS
E1-5-E-240	Oper & Maint.	12,000.00	300 test wells
E1-5-E-250	Capital Outlay	3,000.00	
Distribution			
E1-5-F-230	Contractual	10,000.00	Pudge?
E1-5-F-240	Oper & Maint.	10,000.00	REPAIR CLAMPS/tank inspection
E1-5-F-250	Capital Outlay	10,000.00	3 HYDRANTS & backflow pre H2O Hyd
Meters			
E1-5-G-240	Oper & Maint.	5,000.00	METERS SUPPLIES
E1-5-G-250	Capital Outlay	5,000.00	METERS
Automotive			
E1-5-H-240	Oper & Maint.	4,000.00	50% SEWER
E1-5-H-250	Capital Outlay	6,000.00	NEW TRUCK 5000
Lands & Buildings			
E1-5-I-230	Contractual	350.00	MONTHLY BILLS & FRIE EXT TEST
E1-5-I-240	Oper & Maint.	1,000.00	
E1-5-I-250	Capital Outlay	2,000.00	
Other			
E1-5-J-240	Oper & Maint.	1,000.00	
E1-5-J-250	Capital Outlay	1,000.00	
Loan Payments			
E1-5-X-260	Loan Payment Antwerp Bank	_____	paid off 2018
E1-5-X-260-B	Loan Payment EPA/OPWC	_____	paid off 2017
E1-5X-260-D	OWDA 4453 PRINCIPAL	44,585.82	
E1-5X-260-J	OPWC-W. DAGGET CE48M	3,063.56	
E1-5X-260-K	OPWC-W. DAGGET-CT19M	3,829.46	
E1-5X-260-L	OPWC-US24-CE23N	1,389.12	
E1-5X-260-M	OPWC WOODCOX CE09S	4,189.66	
E1-5X-260-N	OPWC WATER TRMT PLANT	4,386.24	New 2019
E1-5X-260-P	OWDA WATER TRMT PLANT	1,500.00	New 2019
E1-5X-260-Q	OWDA ASSET MGMT PLAN	2,540.80	New 2019
E1-5X-2640	WATER SYSTEM INTEREST	_____	
E1-5X-261D	OWDA 4453 INTEREST	12,035.10	
E1-5X-261P	OWDA 8168 INTEREST	2,033.71	New 2019

TOTAL APPROPRIATIONS 383,678.47

## 2019 SEWER REVENUE

REVENUE		
E2-B-129	Intergovernmental TIF	250.00
E2-E-155	Loan from Antwerp Bank	paid off 2017
E2-E-156	Loan from Antwerp Bank was capmark	PAYING OFF 2019
E2-E-156-1	Sewer Rent	260000.00 WITH 2018 INCREASE
E2-E-156-3	Sewer Application Fee	300.00
E2-E-156-4	Sewer Land Rent	4636.80
E2-H-182	CD Interest/Transfer from General	0.00
E2-H-184	Sewer Misc.	88000.00 CASH IN CD
E2-H-185	MISC TIFF Agreement	4000.00
	<b>TOTAL</b>	<b>357,186.80</b>
	<b>2018 Approx. Carryover</b>	<b>60,029.33</b> 125K 2015 /56k2016/29K 2017
	<b>Amount Avail. For Expenses</b>	<b>417,216.13</b>

## 2019 SEWER APPROPRIATIONS

<b>FISCAL OFFICER</b>			-
E2-5-A-211	Salaries/Wages	6,900.00	
E2-5-A-212	Employee Benefits	6,900.00	
E2-5-A-220	Travel & Training	500.00	clk training
E2-5-A-230	Contractual	1,000.00	
E2-5-A-240	Oper & Maint.	700.00	
E2-5-A-250	Capital Outlay	750.00	NEW COMPUTER
<b>Billing</b>			
E2-5-B-211	Salaries/Wages	3,500.00	
E2-5-B-212	Employee Benefits	600.00	
E2-5-B-220	Travel & Training	-	
E2-5-B-230	Contractual	3,000.00	
E2-5-B-240	Oper & Maint.	1,000.00	MAKE SURE ONLY 25%
E2-5-B-250	Capital Outlay	250.00	DESK/25%
<b>Pumping</b>			
E2-5-C-211	Salaries/Wages	70,000.00	
E2-5-C-212	Employee Benefits	35,000.00	
E2-5-C-220	Travel & Training	500.00	
E2-5-C-230	Contractual	35,000.00	MONTHLY BILLS
E2-5-C-240	Oper & Maint.	15,000.00	
E2-5-C-241	Chemicals	8,000.00	CHLORINATION/BIOSULFATE
E2-5-C-250	Capital Outlay	5,000.00	
<b>Automotive</b>			
E2-5-D-240	Oper & Maint.	5,000.00	50% HERE AND 50% WATER
E2-5-D-250	Capital Outlay	5,000.00	new truck 5000
<b>Lands &amp; Buildings</b>			
E2-5-E-230	Contractual	500.00	ELEV INSP - SHOULD NOT NEED IN 2019
E2-5-E-240	Oper & Maint.	1,200.00	
E2-5-E-250	Capital Outlay	1,500.00	
E2-5-E-270	Transfers	-	
<b>Other</b>			
E2-5-F-230	Contractual	6,000.00	PROPANE
E2-5-F-240	Oper & Maint.	500.00	
E2-5-F-250	Capital Outlay	1,500.00	
<b>Sewage Collection</b>			
E2-5-G-230	Contractual	16,000.00	NUSYSTEMS
E2-5-G-240	Oper & Maint.	1,000.00	
E2-5-G-250	Capital Outlay	-	
<b>Loan Payment</b>			
E2-5-X-260	Loan Payment	114,365.48	ANNUAL NOTE PAYING OFF
E2-5X-260-C	Loan Lift Station	21,000.00	APPROX
E2 5X 261	Sewer Loan Interest	4,574.74	
		<b>371,740.22</b>	

## 2019 TRASH

### REVENUE

E5 E 155	TRASH COLLECTION	60,000.00
E5 X 192	TRANS FROM GENERAL	-
E5 X 193	ADVANCE IN	-
		-
	<b>TOTAL</b>	<b>60,000.00</b>
	<b>2018 Approx. Carryover</b>	<b>8,646.32</b>
	<b>Amount Avail. For Expenses</b>	<b>68,646.32</b>

### APPROPRIATIONS

E 55E 230	TRASH CONTRACTUAL	60,000.00
E 55X 271	ADVANCE OUT	-
	<b>TOTAL</b>	<b>60,000.00</b>

## 2019 DEPOSIT FUND

### REVENUE

E6-E-157	WATER DEPOSITS	\$600.00	
	Ending balance 2018	\$6,760.97	
	amount avail for Expenses	\$7,360.97	

### EXPENSES

E6-5F-272	Deposit Refunded	\$300.00
E6-5F-273	Deposit Applied	\$300.00
	Total	\$600.00



## 2019 COMPOST

### REVENUE

E08-E-0157	Compost Collections	10,000.00
		-
		-
	<b>TOTAL</b>	<b>10,000.00</b>
	<b>2018 Approx. Carryover</b>	<b>5,400.00</b>
	<b>Amount Avail. For Expenses</b>	<b>15,400.00</b>

### APPROPRIATIONS

E08-5E-0230	Compost Contractual	15,000.00
E08-5E-240	Compost Operation & Maint	
		-
		-
	<b>TOTAL</b>	<b>15,000.00</b>

## 2019 STORM SEWER

### REVENUE

E14-H-155	Loan from Antwerp Bank	-
E14-H-1522	Storm Sewer Tap Fee	-
E14-H-1851	Storm Sewer Maint Fees	44,000.00
E14-H-192	Storm Sewer Other	-
<b>TOTAL</b>		<b>44,000.00</b>
2018 Approx. Carryover		<del>90,000.00</del>
<b>Amount Avail. For Expenses</b>		<b>134,000.00</b>

### APPROPRIATIONS

E146D-211	Storm Sewer Salaries/Wages	3,000.00
E146D-212	Storm Sewer Benefits	500.00
E146D-230	Storm Sewer Contractual	10,000.00
E146D-240	Storm Sewer Supplies	8,000.00
E146D-250	Storm Sewer Capital	5,000.00
E146D-261	Storm Sewer Debt-Principal	-
E146D-262	Storm Sewer Debt-Interest	-
<b>TOTAL</b>		<b>26,500.00</b>

25 % FOR DESK - April 250.00

## 2019 CEMETERY FUND BUDGET

### REVENUE

G5-A-111	General Real Estate Tax	12,500.00
G5-A-111-1	House Trailer Tax	100.00
G5-A-112	Property Tax	-
G5-B-129	Intergovernmental	2,100.00
<b>TOTAL</b>		<b>14,700.00</b>
<b>Approx. 2018 Carryover</b>		<b>-</b>
<b>Amount Avail. For Expenses</b>		<b>14,700.00</b>

shld never be any

### APPROPRIATIONS

G5-2-A-230	Auditor's Fees	300.00
G5-2-A-270	Cemetery Trust	14,400.00
<b>TOTAL</b>		<b>14,700.00</b>

# **INDIGENT DRIVER ALCOHOL FUND 2019 BUDGET**

## **REVENUE**

<b>G6-A-161</b>	<b>Indigent Driver</b>	
	<b>TOTAL</b>	<b>-</b>
	<b>Approx. Carryover</b>	<b>3,699.66</b>
	<b>Amount Avail. For Expenses</b>	<b>3,699.66</b>

**No Appropriations**

## 2019 FOJ FUND

### REVENUE

G7-F-161	Fines	-
	<b>TOTAL</b>	-
	<b>Approx. Carryover 2018</b>	<b>1,390.91</b>
	<b>Amount Avail. For Expenses</b>	<b>1,390.91</b>

### APPROPRIATIONS

G7-7-X-240	FOJ Supplies & Materials	-
G7-7-X-250	FOJ Capital Outlay	
G7-7-X-273	FOJ Other Uses	1,390.91
<b>TOTAL</b>		<b>1,390.91</b>

## 2019 MAYOR'S COURT RECEIPTS

### REVENUE

G8 I 195	Mayor Court Receipts	35,000.00
	<b>TOTAL</b>	<b>35,000.00</b>
	<b>Approx. Carryover from 2018</b>	<b>2,805.55</b>
	<b>Amount Avail. For Expenses</b>	<b>37,805.55</b>

### APPROPRIATIONS

G8 7X 240	Mayor Court Misc	650.00
G8 7X 275	Payment to State	7,050.00
G8 7X 2751	Payment to Village	27,300.00
	<b>TOTAL</b>	<b>35,000.00</b>

# POLICE 2019 BUDGET

## REVENUE

H1-A-111	Real Estate Tax	84,000.00	
H1-A-111-1	Trailer Tax	650.00	
H1-A-112	Personal Property Tax	-	
H1-B-129	Intergovernmental - State	12,500.00	
H1-H-184	Misc.	500.00	
H1-H-185	General Fund Transfer	152,000.00	38k X 4
	Carryover from 2018	22,824.23	?????
	<b>TOTAL</b>	<b>271,974.23</b>	

## APPROPRIATIONS

H1-1-A-211	Salary	150,865.87
H1-1-A-212	Benefits	85,816.79
H1-1-A-230	Contractual	17,000.00
H1-1-A-240	Operation & Maint.	15,000.00
H1-1-A-250	Capital	2,500.00
	<b>TOTAL</b>	<b>271,182.66</b>

Projecting collection of \$40,000.00 in fines that go to General Fund

**POLICE CAN'T FUND THE POLICE FUND WITH FINE MONEY**

Fine money goes into general fund - then we transfer to police from general

Only income in police fund is levy money

## 2019 STREET LIGHTING BUDGET

### REVENUE

H3-C-136	Auditor	15,000.00
H3-H-182	Transfer from General Fund	7,500.00
H3-H-184	Misc	-
<b>TOTAL</b>		<b>22,500.00</b>
<b>Approx. Carryover from 2018</b>		<b>2,102.21</b>
<b>Amount Avail. For Expenses</b>		<b>24,602.21</b>

### APPROPRIATIONS

H3-1-A-230	Contractual	22,500.00
H3-1-A-240	Operations & Maintenance	-
<b>TOTAL</b>		<b>22,500.00</b>



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2018-25

### **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO FOURTH ADDENDUM TO AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTWERP, OHIO**

**WHEREAS**, the Village of Antwerp entered into an Agreement with Real Waste Disposal, LLC for the collection, transportation and disposal of residential solid waste within the corporate limits of the Village of Antwerp, Ohio (the "Agreement"), for an initial term of one (1) year beginning April 1, 2015, and ending on March 31, 2016; and

**WHEREAS**, the Agreement provides that in its sole discretion, the Village of Antwerp may extend the term of the Agreement for four (4) successive one (1) year periods; and

**WHEREAS**, the Council authorized the first extension of this Agreement for a one (1) year period beginning April 1, 2016, and ending on March 31, 2017; and

**WHEREAS**, the Council authorized the second extension of this Agreement for a one (1) year period beginning April 1, 2017, and ending on March 31, 2018; and

**WHEREAS**, the Council authorized the third extension of this Agreement for a one (1) year period beginning April 1, 2018, and ending on March 31, 2019; and

**WHEREAS**, the Council authorized written notice of the Village's intention to renew the Agreement for a fourth term of another one (1) year period at the council meeting conducted on November 19, 2018; and

**WHEREAS**, the Village desires to extend the Agreement for another one (1) year period beginning April 1, 2019, and ending on March 31, 2020; and

**WHEREAS**, the Council of the Village of Antwerp authorizes the Mayor to enter into a Fourth Addendum to the Agreement for the one (1) year period extension.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:**

**Section 1.** That the Village of Antwerp elects to extend the one (1) year period of the Agreement with Real Waste Disposal, LLC for the collection, transportation and disposal of residential solid waste within the corporate limits of the Village of Antwerp, Ohio, for a one (1) year period beginning on April 1, 2019, and ending on March 31, 2020, and the Mayor is authorized to enter into a Fourth Addendum to the Agreement for this extension, which Addendum is attached hereto and incorporated herein by reference.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 2.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

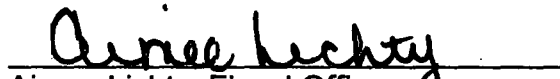
**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

Enacted this 16<sup>th</sup> day of Jan, 2019.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

First reading: Dec 10, 2018

Second reading: Dec 27, 2018

Third reading: Jan 16, 2019

# RECORD OF ORDINANCES

BAF. RETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

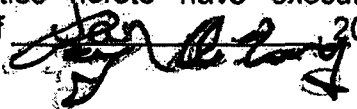
## **FOURTH ADDENDUM TO AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTWERP, OHIO**

**THIS FOURTH ADDENDUM** is to amend an Agreement for the Collection, Transportation and Disposal of Residential Solid Waste within the Corporate Limits of the Village of Antwerp, Ohio between the Village of Antwerp, Ohio, and Real Waste Disposal, LLC ("Agreement"), which Agreement was entered into as of the 6<sup>th</sup> day of February, 2015.


The initial term of this Agreement was for a one (1) year period beginning on April 1, 2015, and ending on March 31, 2016, which Agreement has been renewed for three (3) successive one (1) year periods beginning on April 1, 2016, and ending on March 31, 2017, beginning on April 1, 2017, and ending on March 31, 2018, and beginning on April 1, 2018, and ending on March 31, 2019. The Village elects to extend the Agreement for another one (1) year period as provided in Section 1.1 of the Agreement. The Agreement is amended to reflect the term of the Agreement is extended for a one (1) year period beginning on April 1, 2019, and ending on March 31, 2020.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Addendum to the Agreement this 16<sup>th</sup> day of Jan 2019.

  
\_\_\_\_\_  
Ray DeLong, Mayor  
Village of Antwerp

ATTEST:

  
Aimee Lichty, Fiscal Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Melanie L. Farr, Village Solicitor

**Real Waste Disposal, LLC**

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

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

Title: \_\_\_\_\_

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-01

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$13,500.00 FROM THE GENERAL FUND TO THE SEVERANCE PAY RESERVE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Severance Pay Reserve Fund to accumulate the necessary resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or retirement of officers and employees of the Village of Antwerp, Ohio; and

**WHEREAS**, the Village Council, pursuant to Ohio Revised Code Section 5705.13(B), may transfer money to this special revenue fund from any other fund of the Village; and

**WHEREAS**, the Village Council desires to transfer funds from the General Fund to the Severance Pay Reserve Fund to accumulate the necessary resources for the purposes set forth in Ohio Revised Code Section 5705.13(B).

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) from the General Fund to the Severance Pay Reserve Fund.

**Section 2.** The transfer of these funds from the General Fund to the Severance Pay Reserve Fund is necessary to accumulate the resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or retirement of officers and employees of the Village of Antwerp, Ohio.


**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village must accumulate the necessary resources for the reasons set forth hereinabove and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 1-16-19

Attest:

  
Ray DeLong  
Mayor of the Village of Antwerp

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2019-02

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$7,500.00 FROM THE GENERAL FUND TO THE STREET LIGHTING FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Street Lighting Fund to provide the necessary revenue to pay the street lighting expenses from this fund; and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14; and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village; and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Street Lighting Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

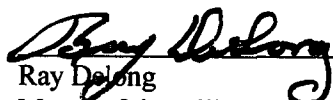
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) from the General Fund to the Street Lighting Fund.

**Section 2.** The transfer of these funds from the General Fund to the Street Lighting Fund is necessary to provide the revenue to pay the street lighting expenses of the Village of Antwerp.

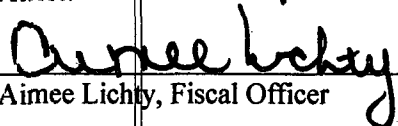
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds to pay street lighting expenses necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 1-16-19

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-03

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$114,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:


**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of One Hundred Fourteen Thousand Dollars and Zero Cents (\$114,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

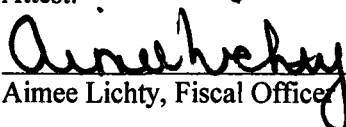
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 1-16-19

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2019-04

**AN ORDINANCE ADOPTING THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, INCLUDING ANY AND ALL AMENDMENTS THERETO AND ALL APPLICABLE STATEMENTS ATTACHED THERETO, FOR CALENDAR YEAR 2019, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp desires to adopt the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for the Village of Antwerp, Ohio, to be in effect for calendar year 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Village of Antwerp, Ohio, adopts the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for calendar year 2019. The Personnel Manual, including any and all amendments thereto and all applicable statements, is kept in the office of the Fiscal Officer.


**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason to adopt the Personnel Manual for calendar year 2019, and this Ordinance shall take effect and be in force immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: 16 Jan, 2019

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2019-06

**AN ORDINANCE ADOPTING AMENDMENTS TO THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, SPECIFICALLY, AMENDMENTS TO THE CREDIT CARD POLICY (SECTION 9.06(C)) AND THE SICK LEAVE POLICY (SECTION 10.02(G), SECTION 10.05(B), AND ADDING PARAGRAPHS C AND D TO SECTION 10.05), AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp desires to amend the Personnel Manual for the Village of Antwerp, Ohio.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, and State of Ohio:

**Section 1.** The Council of the Village of Antwerp, Ohio, amends the Personnel Manual, and adopts a revised credit card policy as required by Auditor of State Bulletin No. 2018-003. The revised credit card policy at Section IX, Section 9.06, paragraph C, adopts the compliance officer model and includes the criteria as required by Bulletin No. 2018-003. The sick leave policy at Section X is also amended, specifically Section 10.02, paragraph G to limit the unused balance of accumulated sick leave when an employee transfers from one public agency to another to one-half (½) of such balance; Section 10.05, paragraph B on the length of active service to elect a cash payment of accrued but unused sick leave at the time of retirement to clarify that to be eligible, Employee must have ten (10) years of contiguous active service with the Village; and Section 10.05 to add paragraphs C and D to clarify that Employee can elect a cash payment of accrued but unused sick leave only when Employee is eligible for retirement as defined in the Personnel Manual. A copy of the amendments to the Personnel Manual is attached hereto and made a part hereof as **Exhibit A**.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason to modify the Personnel Manual effective upon passage of this Ordinance, and this Ordinance shall take effect and be in force immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 20 day of February, 2019.

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong, Mayor of the Village of Antwerp



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## EXHIBIT A

### SECTION IX: HOURS, COMPENSATION AND BENEFITS

#### Section 9.06 Expense Reimbursement

##### **C. Credit Card Policy**

1. The Village adopts the Compliance Officer Model for the Village's credit card usage. The Mayor shall have the authority to appoint the compliance officer. The compliance officer will not be the treasurer and/or fiscal officer and will not be an authorized user of the card credit.
2. The credit cards issued in the name of the Village may be used only by or at the direction of officers and positions authorized to use such credit cards. The following officers and positions have control of a Village credit card and are authorized to use and/or provide authorization for the use of the Village's credit card: Chief of the Police Department, Village Administrator, Treasurer and/or Fiscal Officer, Mayor, EMS Coordinator, EMS Clerk, Clerk of Mayor's Court, and Water/Sewer/Street Superintendent.
3. The credit card may be used for the following expenses: stamps / postage, supplies, equipment, rental equipment, training, and travel expenses, including but not limited to hotel accommodations, meals, and gas purchases. Travel expenses does not include the purchase of movies or video games, or other unauthorized expenditures while a guest in a hotel and traveling for Village purposes, and any alcohol and gratuities for meals purchased.
4. At the beginning of each calendar year, each authorized user of a Village credit card must complete a form identifying whether said authorized user is in possession of a credit card and such form must be kept on file in the Village. This form must also be completed when any new credit cards are re-issued due to the expiration of the same or any other reason which may require the Village to have new credit cards issued.
5. Other than for the blanket purchases of postage for each department, the authorized users of the credit card must complete a PNC Credit Card Purchases Itemization form, which sets forth the date of purchase, Employee making the purchase, name of vendor, amount charged, description of purchase, which department is to be charged with such purchase, and include a copy of the receipt of such purchase and submit the same to the fiscal officer. The fiscal officer must complete a Purchase Order for each purchase, and the itemization, receipt, and purchase order for each such purchase must be maintained by the fiscal officer.
6. On a monthly basis, the fiscal officer will provide the credit card statements to the compliance officer for review, along with the completed itemization forms,

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Passed \_\_\_\_\_, \_\_\_\_\_

receipts, and purchase orders for each credit card purchase set forth on the monthly statements. Once the statements and supporting documents are reviewed and approved by the compliance officer, the compliance officer will sign or initial the monthly statements to memorialize such review and approval.

7. On a quarterly basis, the compliance officer must review the number of cards issued, the number of active cards issued, the cards' expiration dates, and the cards' credit limits.
8. At the termination of an officer's term of service or termination of employment of an authorized user, the officer or authorized user must return the credit card to the Department Head and a receipt will be completed memorializing the return of such card. The fiscal officer shall prepare and submit the necessary form to remove the name of an authorized user of the credit card to the issuing credit card company and add any new authorized users as necessary.
9. Any lost or stolen credit card must be reported to the treasurer and/or fiscal officer who shall report the same to the credit card company.
10. The credit limit for each Village credit card shall not exceed \$7,500.00.
11. The purchase of any item not in compliance with this policy will be considered a misuse of the credit card and subject to review by the Department Head. Any misuse of a credit card shall be subject to discipline as set forth in this Manual, which may include but is not limited to the reimbursement to the Village of the monies expended for any unauthorized purchase and/or the return of such credit card.

## SECTION X: SICK LEAVE

### Section 10.02      Crediting of Sick Leave

- G. The previously accumulated sick leave of an Employee who has been separated from the public service shall be placed to the Employee's credit upon the Employee's re-employment as a full-time Employee with the Village, provided that such re-employment takes place within ten (10) years of the date on which the Employee was last terminated from public service. This ten-year period shall be tolled for any period during which the Employee holds elective public office, whether by election or by appointment. An Employee who transfers from one public agency to another shall be credited with one-half (½) of the unused balance of the Employee's accumulated sick leave.

### Section 10.05      Payment for Unused Sick Leave

- B. A current full-time Employee of the Village may elect, at the time of retirement

# RECORD OF ORDINANCES

BARETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

from active service with the Village, and with at least ten (10) contiguous years of full-time service with the Village, to be paid in cash for one-half (½) the value of the Employee's accrued but unused sick leave credit. The payment shall be based on the Employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the Employee at the time payment is made. An Employee may receive one (1) or more payments under this section.

- C. If a current full-time Employee dies, instead of any cash payment of accrued but unused sick leave credit being payable to the Employee's estate, the Village provides a life insurance policy for each full-time Employee that provides a death benefit to be paid to any beneficiaries designated by the Employee.
- D. Employees who do not retire but who terminate Village employment, or whose Village employment is terminated for any reason, or who transfer employment, shall not be eligible for such any cash payment of accrued but unused sick leave credit as described in this section.

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2019-05

AN ORDINANCE APPROVING, ADOPTING AND ENACTING AMERICAN  
LEGAL PUBLISHING'S OHIO BASIC CODE, 2019 EDITION, AS THE CODE  
OF ORDINANCES FOR THE VILLAGE OF ANTWERP, OHIO, AND  
DECLARING THE SAME AN EMERGENCY

WHEREAS, the present general and permanent ordinances of the Village of Antwerp, Ohio ("Village") are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the Village and for the proper conduct of its affairs; and

WHEREAS, the American Legal Publishing Corporation publishes a Code of Ordinances suitable for adoption by municipalities in Ohio; and

WHEREAS, it is necessary to provide for the usual daily operation of the Village and for the immediate preservation of the public peace, health, safety and general welfare of the Village that this Ordinance take effect at an early date.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE  
OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:

- Section 1. American Legal Publishing's Ohio Basic Code, 2019 Edition, as reviewed and approved by the Council of the Village, is hereby adopted and enacted. Any prior version of the Ohio Basic Code which may have been previously adopted by the Village is hereby repealed as obsolete and is hereby replaced in its entirety by this Ohio Basic Code, 2019 Edition.
- Section 2. One copy of American Legal Publishing's Ohio Basic Code, 2019 Edition, certified as correct by the Mayor and Fiscal Officer of the Village, as required by Ohio Revised Code § 731.23, shall be kept in its initial form on file in the office of the Fiscal Officer of the Village and retained as a permanent ordinance record of the Village. The Fiscal Officer of the Village is authorized and directed to publish a summary of all new matters contained in the Code of Ordinances as required by Ohio Revised Code § 731.23. Such summary is attached hereto and marked as "Exhibit A."
- Section 3. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the Ohio Basic Code, 2019 Edition, as adopted in Section 1 hereof, are hereby repealed as of the effective date of this Ordinance, except as follows:
- (A) The enactment of the Ohio Basic Code, 2019 Edition, shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, O-410

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.

(B) The repeal provided above shall not affect:


- (1) The grant or creation of a franchise, license, right, easement or privilege;
- (2) The purchase, sale, lease or transfer of property;
- (3) The appropriation or expenditure of money or promise or guarantee of payment;
- (4) The assumption of any contract or obligation;
- (5) The issuance and delivery of any bonds, obligations or other instruments of indebtedness;
- (6) The levy or imposition of taxes, assessments or charges;
- (7) The establishment, naming, vacating or grade level of any street or public way;
- (8) The dedication of property or plat approval;
- (9) The annexation or detachment of territory;
- (10) Any legislation enacted subsequent to the adoption of this Ordinance; and
- (11) Any legislation enacted prior to the adoption of this Ordinance and said legislation was enacted to supersede prior ordinances adopted by the Council of the Village, including a provision contained in prior versions of the Ohio Basic Code.

**Section 4.** Whenever reference is made in any documents, publications, or signs of the Village, including but not limited to traffic tickets and traffic-control signs, to a section as it existed in a former edition of the Ohio Basic Code, the reference shall extend and apply to the section referred to as subsequently amended, revised, recodified, or renumbered.

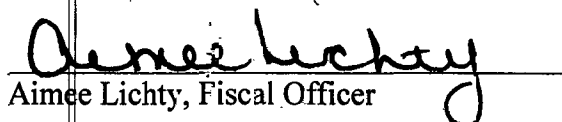
**Section 5.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 6.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health safety and general welfare of the people of the Village, and shall take effect at the earliest date provided by law.

Date Passed: Feb. 20, 2019

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

7100/104/00867515-1 MLF

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## Exhibit A

### OHIO BASIC CODE, 2019 EDITION — SUMMARY OF CONTENTS

Notice is hereby given that on the 20 day of Feb., 2019, there was enacted by the Legislative Authority of the Municipality of \_\_\_\_\_, Ohio, an ordinance entitled "An Ordinance Approving, Adopting and Enacting American Legal Publishing's Ohio Basic Code, 2019 Edition, as the Code of Ordinances for the Municipality of Antwerp, Ohio."

A summary of the subjects, including all new matters contained in the Code of Ordinances, as adopted, are as follows. The majority of Basic Code provisions are based directly on state law.

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#### TITLE I: GENERAL PROVISIONS

##### Chapter 10: General Provisions

###### Section

- 10.01 Short titles
- 10.02 Definitions
- 10.03 Rules of construction
- 10.04 Revivor; effect of amendment or repeal
- 10.05 Construction of section references
- 10.06 Conflicting provisions
- 10.07 Severability
- 10.08 Reference to offices
- 10.09 Errors and omissions
- 10.10 Ordinances repealed
- 10.11 Ordinances unaffected
- 10.12 Ordinances saved
- 10.13 Application to future ordinances
- 10.14 Interpretation
- 10.15 Amendments to code; amendatory language
- 10.16 Statutory references
- 10.17 Preservation of penalties, offenses, rights and liabilities
- 10.18 Determination of legislative intent
  
- 10.99 General penalty

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#### TITLE III: ADMINISTRATION

##### Chapter 30: General Provisions

###### Section

- 30.01 Application of Title III
- 30.02 Qualifications; oaths
- 30.03 Bonds of officers and employees; amount
- 30.04 Additional bond; where bonds recorded and kept
- 30.05 Approval of bonds
- 30.06 Sufficiency of form of bond
- 30.07 Filling vacancies in offices
- 30.08 Public records available
- 30.09 Records Commission
- 30.10 Meetings of public bodies to be open; exceptions; notice
- 30.11 Municipal officers may attend conference or convention; expenses
- 30.12 Residency requirements prohibited; exceptions

##### Chapter 31: Executive Authority

###### Section

###### *General Provisions*

- 31.001 Executive power; where vested

### *Mayor*

- 31.015 Term of Mayor; power and duties
- 31.016 General duties of the Mayor
- 31.017 Communications to the Legislative Authority
- 31.018 Protest against excess of expenditures
- 31.019 Supervision of conduct of officers
- 31.020 Annual report to the Legislative Authority
- 31.021 Mayor to file charges against delinquent officers
- 31.022 Vacancies in office of Mayor
- 31.023 Disposition of fines and other moneys

### *Clerk*

- 31.040 Election, term, qualifications of the Clerk
- 31.041 Powers and duties of Clerk
- 31.042 Books and accounts; merger of offices
- 31.043 Seal of Clerk
- 31.044 Combined offices of Clerk and Treasurer; Fiscal Officer

### *Treasurer*

- 31.060 Election, term, qualifications of the Treasurer
- 31.061 Accounts of Treasurer
- 31.062 Powers and duties
- 31.063 Quarterly account; annual report
- 31.064 Receipt and disbursement of funds
- 31.065 Duty of delivering money and property

### *Street Commissioner*

- 31.080 Qualifications
- 31.081 General duties
- 31.082 Assistants

### *Other Officials*

- 31.100 Legal counsel
- 31.101 Administrator
- 31.102 Board of Trustees of Public Affairs
- 31.103 Fire Engineer, Engineer and Superintendent of Markets

## **Chapter 32: Legislative Authority**

### **Section**

#### *General Provisions*

- 32.001 Members of the Legislative Authority; election; terms of office
- 32.002 President Pro Tempore; employees
- 32.003 Vacancy when President Pro Tempore becomes Mayor
- 32.004 Qualifications of members of the Legislative Authority
- 32.005 Compensation and bonds of municipal officers and employees
- 32.006 Vacancy
- 32.007 Judge of election and qualification of members; quorum and special meetings
- 32.008 Rules; journal; expulsion of members
- 32.009 Meetings
- 32.010 General powers
- 32.011 Failure to take oath or give bond
- 32.012 Notice when new bond required
- 32.013 Care, supervision and management of public institutions



### ***Contracts, Bids and Proceedings***

- 32.025 Contracts by the Legislative Authority or Administrator
- 32.026 Bids and proceedings
- 32.027 Alterations or modifications of contract
- 32.028 Contract restrictions
- 32.029 Award to lowest responsive and responsible bidder

### ***Ordinances and Resolutions***

- 32.040 Ordinances and resolutions as evidence
- 32.041 Passage procedure
- 32.042 Style of ordinances
- 32.043 Subject and amendment of ordinances and resolutions
- 32.044 Authentication and recording of ordinances and resolutions
- 32.045 Publication of ordinances and resolutions; proof of publication and circulation
- 32.046 Notice for proposed amendments to the municipal Charter
- 32.047 Times of publication required
- 32.048 Publication and certification of ordinances in book form
- 32.049 Adoption of technical ordinances and codes
- 32.050 Certificate of Clerk as to publication
- 32.051 Publication when no newspaper published in municipality
- 32.052 Effect of not making publication
- 32.053 Ordinances providing for appropriations or street improvements; emergency ordinances

### ***Initiative and Referendum***

- 32.070 Initiative petitions
- 32.071 Referendum petitions
- 32.072 More than one ordinance required; application of subchapter
- 32.073 Presentation of petitions
- 32.074 Copy of proposed ordinance or measure to be filed with Clerk
- 32.075 Words to be printed in red
- 32.076 Designation of committee filing petition; public inspection of petitions; ordinances passed or repealed prior to election
- 32.077 Itemized statement by petition circulator
- 32.078 Prohibited practices relative to petitions
- 32.079 Accepting premiums for signing
- 32.080 Threats in securing signatures
- 32.081 Application of subchapter if Charter adopted

## **Chapter 33: Judicial Authority**

### **Section**

#### ***General Provisions***

- 33.01 Jurisdiction in ordinance cases and traffic violations
- 33.02 Powers of Mayor and Mayor's Court Magistrate in criminal matters
- 33.03 Duties of Mayor and Mayor's Court Magistrate; fees; office; seal
- 33.04 Mayor's Court Magistrate
- 33.05 Powers to suspend driver's license in OVI cases

#### ***Contempt of Court***

- 33.20 Summary punishment for contempt
- 33.21 Acts in contempt of court
- 33.22 Hearing
- 33.23 Contempt action for failure to pay support, failure to comply or interference with a visitation order; summons
- 33.24 Right of accused to bail
- 33.25 Hearing on contempt; penalties; support orders; failure to withhold or deduct money pursuant to support order
- 33.26 Imprisonment until order obeyed
- 33.27 Proceedings when party released on bail fails to appear

- 33.28 Release of prisoner committed for contempt
- 33.29 Judgment final
- 33.30 Alternative remedy

#### **Chapter 34: Police Department**

**Section**

- 34.01 Marshal and Police Chief synonymous
- 34.02 Appointment of Marshal
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## PARALLEL REFERENCES

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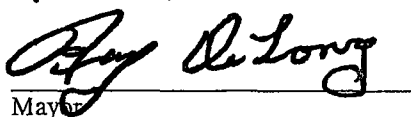
### INDEX

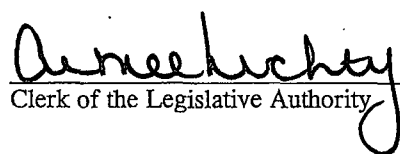
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This summary of contents has been verified and authorized for publication by the Legislative Authority of the Municipality of Antwerp, Ohio.

Signed:

  
Mayor

  
Clerk of the Legislative Authority

### CERTIFICATION OF CODIFIED ORDINANCES

We, Ray DeLong, Mayor, and Aimee Lichty, Clerk of the Legislative Authority, of the Municipality of Antwerp, Ohio, pursuant to Ohio Revised Code §§ 731.23 and 731.42, hereby certify that the general and permanent ordinances of the Municipality, as revised, rearranged, compiled, renumbered as to sections, codified and printed herewith in component codes and titles are correct as and constitute the Code of Ordinances for the Municipality of Antwerp, Ohio.

Ray DeLong  
Mayor

Aimee Lichty  
Clerk of the Legislative Authority

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2019-03

### **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT WRITING SERVICES AGREEMENT ON BEHALF OF THE VILLAGE OF ANTWERP EMS DEPARTMENT WITH OHIO FIRST RESPONDER GRANTS, LLC, AND DECLARING THE SAME TO BE AN EMERGENCY**

**WHEREAS**, the Village of Antwerp desires to provide adequate EMS services for the residents of the Village of Antwerp; and

**WHEREAS**, the Village of Antwerp desires to engage the services of Ohio First Responder Grants, LLC to complete and submit a grant application to procure cardiac monitors and automated CPR devices for the Village EMS Department; and

**WHEREAS**, Council desires to obtain such financing and authorizes the Mayor to enter into the proposed Grant Writing Application Agreement with Ohio First Responder Grants, LLC.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, County of Paulding, Ohio:

**Section 1.** That the Mayor be and is hereby authorized to enter into the Grant Writing Application Agreement with Ohio First Responder Grants, LLC for the completion and submission of a grant application to procure cardiac monitors and CPR devices on behalf of the Village of Antwerp EMS Department, a copy of such Agreement attached hereto as **Exhibit A**.

**Section 2.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason to obtain the financing necessary to procure the cardiac monitors and CPR devices on behalf of the Village of Antwerp EMS Department, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Passed this 18<sup>th</sup> day of March, 2019.

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong, Mayor



# Ohio First Responders Grants, LLC

Providing alternative funding solutions for public safety agencies

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## Exhibit A

### GRANT APPLICATION WRITING

This Grant Application Writing Agreement (the "Agreement") is entered into by **Ohio First Responder Grants, LLC** (the "Company") and the **Village of Antwerp EMS (Paulding County, Ohio)** (the "Agency") (collectively, the "Parties") as follows:

### **BACKGROUND**

A. The Agency would like to retain the Company to write and submit one (1) grant project to the Fiscal Year 2019 Assistance to Firefighters Grant program.

B. The Parties now memorialize their agreement to retain the Company's grant writing services as follows:

### **AGREEMENT**

1. Scope of Services. The Company agrees to perform the following services on behalf of the Agency:

a. *Grant Application Writing Services.* The Agency agrees to have the Company write grant applications for the following grants (the "Grant Application Writing Services"):

#### **Project #1 - Operations and Safety –Equipment – Cardiac Monitors / CPR Devices**

The EMS Chief has requested that a grant application be written to accommodate the procurement of Cardiac Monitors and Automated CPR Devices. All items requested are to be compliant with all applicable and currently accepted NFPA standards.

2. Compensation. The Agency agrees to provide the following compensation to the Company:

a. *Hourly Rate for Grant Application Writing Services.* The Agency will compensate the Company at a rate of One Hundred and Fifty Dollars (\$150.00) per hour not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) for the grant application requested.

b. *Successful Award Bonus.* The Agency will compensate the Company at an amount of Five Percent (5%) of the total amount of federal funding awarded to the Agency. This amount shall be paid out of existing funds and cannot be taken out of the grant award itself.

c. *Mileage.* The Agency will compensate the Company at a rate of Fifty-Five Cents (\$0.55) per mile for all travel necessary to perform the Grant Application Writing Services. Mileage reimbursement shall be capped at five hundred miles (500) or two-hundred and seventy-five dollars (\$275.00)

d. *Due Date for Invoices.* The Agency will pay the Company all compensation due no later than thirty (30) days after receipt of an invoice. The Company may assess a penalty in the amount of fifteen percent (15%) of the invoiced amount for all invoices paid later than ten (10) days after the due date printed on the invoice. Any penalty amount that the Company assesses will not be counted toward the maximum amount of Two Thousand Five Hundred Dollars (\$2,500.00) per application contained in Section 2(a) above.

3. No Guarantees. The Parties agree and understand that the Assistance to Firefighters Grant program application process is extremely competitive and that the Company cannot make any guarantee of



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acceptance or award of the grant applications. The Company assumes no liability to the Agency, or to anyone who may claim any right due to any relationship with the Agency and the Agency agrees to hold OFRG harmless for any unsuccessful application.

4. Rewrite for Unsuccessful Projects. If the Agency's project is unsuccessful, the Company agrees to rewrite and resubmit the same project in the following AFG cycle. This task will be completed at a per project cost of One Thousand Five Hundred Dollars (\$1,500.00) with the amount of One Thousand (\$1,000.00) immediately refunded to the agency upon receipt.

5. Duration and Termination of Agreement. This Agreement shall remain in effect until the Company has completed all Grant Application Writing Services, and other tasks agreed upon by the Parties. However, either Party may terminate this Agreement at any time, and for any reason, by giving the other Party at least thirty (30) days of notice. The Agency understands that terminating this Agreement does not release it from payment for services that the Company has already completed. The Agency further understands that it may be required to pay the Company an automatic Five Hundred Dollar (\$500.00) cancellation fee, for each grant project, if it terminates this Agreement regardless of the reasons for the termination.

6. Miscellaneous. The Agency agrees to be bound by the miscellaneous provisions below addressing the interpretation, amendment, and enforcement of this Agreement:

a. Assignment. The Company shall have the right to assign this Agreement to any successors or assigns, including through operation of law, and all covenants, terms, and conditions shall transfer to and be enforceable by those successors or assigns. The Agency may not assign this Agreement.

b. Integration Clause. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties, whether written or oral.

c. No Amendment. This Agreement may not be modified or amended in any way except in a writing signed by both a duly-authorized representative of the Agency and a duly-authorized representative of the Company with actual authority to execute such a document.

d. No Waiver. Any non-enforcement, or delay in enforcement, of any provision of this Agreement by the Company will not operate or be construed as a waiver of the Company's right to strictly enforce this Agreement to its fullest extent in the future. Furthermore, the provisions of this Agreement may not be waived except in a written document signed by both a duly-authorized representative of the Agency and a duly-authorized representative of the Company with actual authority to execute such a document.

e. Choice of Law and Venue. This Agreement shall, in all respects, be construed in accordance with the laws of the State of Ohio without regard to the principles of the conflicts of law. Additionally, any cause of action for breach of this Agreement, or for a declaratory judgment on the obligations contained in this Agreement, shall be brought only in the state or federal courts serving Coshocton County, Ohio. The Agency expressly consents to this exclusive venue and expressly concedes that these courts shall have personal jurisdiction over the Agency.



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f. *Severability.* If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, void, or otherwise unenforceable, then the remaining provisions of this Agreement will remain in effect and shall be fully enforced.

g. *Notices.* Where this Agreement requires that a Party provide written notice to the other Party, the notifying Party shall use the following contacts.

h. *Confidentiality.* All information and work products provided to the Agency must be kept strictly confidential, unless otherwise required to disclose by applicable law or court order. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that The Confidential Information to be disclosed can be described as and includes: Grant narrative(s), Grant Applications, Invoices, Business related drafted or designed materials, technical and business information relating to proprietary ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

**Company:** Ohio First Responder Grants, LLC  
c/o Mickey Smith  
P. O. Box 1326  
Powell, Ohio 43065

**Agency:** Village of Antwerp EMS  
c/o Chief Randy Shaffer  
202 South Cleveland Street  
Antwerp, Ohio 45813



# Ohio First Responders Grants, LLC

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IN WITNESS WHEREOF, the undersigned representatives of the Parties understand and acknowledge that they have read and agree to the terms and conditions of this Agreement on this 18 day of March, 2019.

## THE COMPANY:

Signature

Title

Date

## THE AGENCY:

Signature

Title

Date

## THE AGENCY:

Signature

Title

Date

## THE AGENCY:

Signature

Title

Date

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

Notary Signature and Seal



RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

RESOLUTION NO. 2019-04

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF ANTWERP AND THE PAULDING COUNTY SHERIFF'S OFFICE FOR THE USE OF GRANT FUNDS TO PURCHASE MARCS PORTABLE AND MOBILE RADIO UNITS TO BE UTILIZED BY VARIOUS AGENCIES IN PAULDING COUNTY, INCLUDING THE VILLAGE OF ANTWERP POLICE DEPARTMENT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Paulding County Sheriff's Office has been awarded grant funds from the Home Land Security to purchase MARCS portable and mobile radio units that may be utilized by various agencies in Paulding County, including the Village of Antwerp Police Department; and

**WHEREAS**, the Paulding County Sheriff's Office agrees to provide the Village of Antwerp with six (6) portable radios and three (3) mobile radios to be utilized by the Village Police Department. These radio units will be owned by the Paulding County Sheriff's Office for ten (10) years and thereafter ownership shall be transferred to the Village of Antwerp consistent with the terms of the grant; and

**WHEREAS**, this Council now wishes to approve the acceptance of these radio units with the understanding that the Village agrees to provide all maintenance for the radio units received and shall pay the monthly user fee to MARCS, and the Council wishes to authorize the execution of any necessary documents, including a Memorandum of Understanding ("MOU") with the Paulding County Sheriff's Office to this effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, County of Paulding County, State of Ohio:

**Section 1.** This Council formally approves the acceptance of the six (6) portable radios and three (3) mobile radios to be utilized by the Village of Antwerp Police Department in accordance with the grant awarded to the Paulding County Sheriff's Office.

**Section 2.** This Council further authorizes and directs the Mayor of the Village to execute any documents necessary, including a Memorandum of Understanding with the Paulding County Sheriff's Office, in substantially the same form as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, to effectuate the acceptance of these radio units with the condition that ownership will transfer to the Village in ten (10) years and, in addition, the Village will provide all maintenance for the radio units received and pay the monthly user fee to MARCS.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

**Section 3.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village needs to receive the radio units from the Paulding County Sheriff's Office in order to participate in the county-wide dispatch system, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 18 day of March, 2019.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# Exhibit A

## MEMORANDUM OF UNDERSTANDING

The Paulding County Sheriff's Office ("PCSO") has been awarded grant funds from Home Land Security to purchase MARCS portable and mobile radio units that may be utilized by various agencies in Paulding County.

PCSO shall provide the Village of Antwerp with 6 portable radios and 3 mobile radio(s) to be utilized by the Village Police Department. The radio units shall be owned by the PCSO for 10 years and thereafter ownership shall be transferred to Village of Antwerp.

Village of Antwerp agrees to provide all maintenance for the radio units received and shall pay the monthly user fee to MARCS. Village of Antwerp further agrees to make all radio units available for inspections with prior notice.

DATE: 3-18-19

Paulding County Sheriff's Office (PCSO)

BY: 


Jason K. Landers, Paulding County Sheriff

Village of Antwerp

BY: 

Mayor

APPROVED AS TO FORM:



Joseph R. Burkard, Prosecuting Attorney

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2019-05

### **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT WRITING SERVICES AGREEMENT ON BEHALF OF THE VILLAGE OF ANTWERP FIRE DEPARTMENT WITH OHIO FIRST RESPONDER GRANTS, LLC, AND DECLARING THE SAME TO BE AN EMERGENCY**

**WHEREAS**, the Village of Antwerp desires to provide adequate fire protection services for the residents of the Village of Antwerp; and

**WHEREAS**, the Village of Antwerp desires to engage the services of Ohio First Responder Grants, LLC to complete and submit three (3) separate grant applications to procure the following for the Village Fire Department: (1) fire hose and appliances; (2) self-contained breathing apparatus; and (3) a fire service vehicle commonly referred to as a "Mini-Pumper" or "Brush Truck"; and

**WHEREAS**, Council desires to obtain such financing and authorizes the Mayor to enter into the proposed Grant Writing Application Agreement with Ohio First Responder Grants, LLC.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, County of Faulding, Ohio:

**Section 1.** That the Mayor be and is hereby authorized to enter into the Grant Writing Application Agreement with Ohio First Responder Grants, LLC for the completion and submission of three (3) separate grant applications to procure fire hose and appliances, self-contained breathing apparatus, and a fire service vehicle commonly referred to as a "Mini-Pumper" or "Brush Truck" on behalf of the Village of Antwerp Fire Department, a copy of such Agreement attached hereto as **Exhibit A**.

**Section 2.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason to obtain the financing necessary to procure the fire protection apparatus described herein on behalf of the Village of Antwerp Fire Department, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

Passed this 8 day of April, 2019.

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong, Mayor

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_



## Ohio First Responders Grants, LLC

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### Exhibit A

#### GRANT APPLICATION WRITING

This Grant Application Writing Agreement (the "Agreement") is entered into by **Ohio First Responder Grants, LLC** (the "Company") and the **Village of Antwerp Fire Department (Paulding County, Ohio)** (the "Agency") (collectively, the "Parties") as follows:

#### **BACKGROUND**

A. The Agency would like to retain the Company to write and submit three (3) separate grant projects to the Fiscal Year 2019 Assistance to Firefighters Grant program.

B. The Parties now memorialize their agreement to retain the Company's grant writing services as follows:

#### **AGREEMENT**

1. Scope of Services. The Company agrees to perform the following services on behalf of the Agency:

a. Grant Application Writing Services. The Agency agrees to have the Company write grant applications for the following grants (the "Grant Application Writing Services"):

##### **Project #1 - Operations and Safety - Fire Hose / Appliances**

The Fire Chief has requested that a grant application be written to accommodate the procurement of Fire Hose and Appliances. All items requested are to be compliant with all applicable and currently accepted NFPA 1961 - 1964 standards.

##### **Project #2 - Operations and Safety - PPE - Self-Contained Breathing Apparatus**

The Fire Chief has requested that a grant application be written to accommodate the procurement of Self-Contained Breathing Apparatus. All items requested are to be compliant with all applicable and currently accepted NFPA 1981 standards.

##### **Project #3 - Vehicle Acquisition - Mini-Pumper / Brush Truck**

The Fire Chief has requested that a grant application be written to accommodate the procurement of a fire service vehicle commonly referred to as a "Mini- Pumper or Brush Truck". The requested vehicle shall be compliant with all applicable and currently accepted NFPA 1901 & 1906 standards.

2. Compensation. The Agency agrees to provide the following compensation to the Company:

a. Hourly Rate for Grant Application Writing Services. The Agency will compensate the Company at a rate of One Hundred and Fifty Dollars (\$150.00) per hour not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) for the first project, and One Thousand Five Hundred Dollars (\$1,500) for each of the two remaining grant projects requested.

b. Successful Award Bonus. The Agency will compensate the Company at an amount of Six Percent (6%) of the total amount of federal funding awarded to the Agency. This amount shall be paid out of existing funds and cannot be taken out of the grant award itself.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_



## Ohio First Responders Grants, LLC

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c. **Due Date for Invoices.** The Agency will pay the Company all compensation due no later than thirty (30) days after receipt of an invoice. The Company may assess a penalty in the amount of fifteen percent (15%) of the invoiced amount for all invoices paid later than ten (10) days after the due date printed on the invoice. Any penalty amount that the Company assesses will not be counted toward the maximum amount per application contained in Section 2(a) above.

3. **No Guarantees.** The Parties agree and understand that the Assistance to Firefighters Grant program application process is extremely competitive and that the Company cannot make any guarantee of acceptance or award of the grant applications. The Company assumes no liability to the Agency, or to anyone who may claim any right due to any relationship with the Agency and the Agency agrees to hold OFRG harmless for any unsuccessful application.

4. **Rewrite for Unsuccessful Projects.** If the Agency's project is unsuccessful, the Company agrees to rewrite and resubmit the same project in the following AFG cycle. This task will be completed at a per project cost of Two Thousand Dollars (\$2,000.00) with the amount of One Thousand Five Dollars (\$1,500.00) immediately refunded to the agency upon receipt.

5. **Duration and Termination of Agreement.** This Agreement shall remain in effect until the Company has completed all Grant Application Writing Services, and other tasks agreed upon by the Parties. However, either Party may terminate this Agreement at any time, and for any reason, by giving the other Party at least thirty (30) days of notice. The Agency understands that terminating this Agreement does not release it from payment for services that the Company has already completed. The Agency further understands that it may be required to pay the Company an automatic Five Hundred Dollar (\$500.00) cancellation fee, for each grant application, if it terminates this Agreement regardless of the reasons for the termination.

6. **Miscellaneous.** The Agency agrees to be bound by the miscellaneous provisions below addressing the interpretation, amendment, and enforcement of this Agreement:

a. **Assignment.** The Company shall have the right to assign this Agreement to any successors or assigns, including through operation of law, and all covenants, terms, and conditions shall transfer to and be enforceable by those successors or assigns. The Agency may not assign this Agreement.

b. **Integration Clause.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties, whether written or oral.

c. **No Amendment.** This Agreement may not be modified or amended in any way except in a writing signed by both a duly-authorized representative of the Agency and a duly-authorized representative of the Company with actual authority to execute such a document.

d. **No Waiver.** Any non-enforcement, or delay in enforcement, of any provision of this Agreement by the Company will not operate or be construed as a waiver of the Company's right to strictly enforce this Agreement to its fullest extent in the future. Furthermore, the provisions of this Agreement may not be waived except in a written document signed by both a duly-authorized representative of the Agency and a duly-authorized representative of the Company with actual authority to execute such a document.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_



**Ohio First Responders Grants, LLC**

Providing alternative funding solutions for public safety agencies

"We are what we repeatedly do. Excellence, then, is not an act, but a habit"



e. *Choice of Law and Venue.* This Agreement shall, in all respects, be construed in accordance with the laws of the State of Ohio without regard to the principles of the conflicts of law. Additionally, any cause of action for breach of this Agreement, or for a declaratory judgment on the obligations contained in this Agreement, shall be brought only in the state or federal courts serving Paulding County, Ohio. The Agency expressly consents to this exclusive venue and expressly concedes that these courts shall have personal jurisdiction over the Agency.

f. *Severability.* If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, void, or otherwise unenforceable, then the remaining provisions of this Agreement will remain in effect and shall be fully enforced.

g. *Notices.* Where this Agreement requires that a Party provide written notice to the other Party, the notifying Party shall use the following contacts.

i. *Confidentiality.* All information and work products provided to the Agency must be kept strictly confidential, unless otherwise required to disclose by applicable law or court order. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that The Confidential Information to be disclosed can be described as and includes: Grant narrative(s), Grant Applications, Invoices, Business related drafted or designed materials, technical and business information relating to proprietary ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

Company: Ohio First Responder Grants, LLC  
c/o Mickey Smith  
P. O. Box 1326  
Powell, Ohio 43065

Agency: Village of Antwerp Fire Department  
c/o Chief Harry Friend  
118 North Main Street  
Antwerp, Ohio 45813



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_



## Ohio First Responders Grants, LLC

Providing alternative funding solutions for public safety agencies

"We are what we repeatedly do. Excellence, then, is not an act, but a habit"



IN WITNESS WHEREOF, the undersigned representatives of the Parties understand and acknowledge that they have read and agree to the terms and conditions of this Agreement on this 8 day of April, 2019.

### THE COMPANY:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### THE AGENCY:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### THE AGENCY:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### THE AGENCY:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

Notary Signature and Seal

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

RESOLUTION NO. 2019-06

**A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF  
LEVYING A TAX THAT IS A RENEWAL OF AN EXISTING LEVY IN EXCESS OF  
THE TEN-MILL LIMITATION FOR THE PURPOSE OF CURRENT EXPENSES,  
INCLUDING STREET LIGHTING EXPENSES  
(R.C. §§ 5705.03, 5705.19(A), 5705.191, 5705.192, and 5705.25)**

The Council of the Village of Antwerp, Paulding County, Ohio ("Council") met in regular session  
on July 15, 2019, with the following members present:

Rudie Reeb  
Kenneth Reinhart  
Dean Rister  
Mike Rohrs  
Keith West  
~~Jan Reeb~~

Keith West

moved the adoption of the following Resolution:

PREAMBLE

**WHEREAS**, the Council, approved the following resolution declaring the necessity to levy a tax  
in excess of the ten-mill limitation:

Resolution No: 2019-01

Date Approved: April 15, 2019

and,

**WHEREAS**, the Paulding County Auditor ("Auditor") has certified the following information to  
the Council:

1. The total current tax valuation of the Village is as follows:  
\$20,360,700
2. The number of mills required to generate a specified amount of revenue is, or:
  - Specified amount of revenue: \$ \_\_\_\_\_
  - Required number of mills: \_\_\_\_\_
3. The dollar amount of revenue that would be generated by a specified number of mills is:
  - Specified number of mills: one and zero tenths (1.00) mill
  - Dollar amount of revenue generated: \$18,835
  - This rate amounts to the following for each one hundred dollars of tax valuation:  
ten cents (\$0.10)

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Council, at least two-thirds (2/3) of all of the members of the Council concurring, as follows:

1.

The Council shall proceed with the submission of the question of the tax to electors.
2.

The rate of the tax levy, expressed in mills for each one dollar in tax valuation as estimated by the Auditor, is as follows:

a.

One-mill;

b.

This rate amounts to the following for each one hundred dollars of tax valuation:  
ten cents (\$0.10)

c.

If the levy is a renewal levy or a replacement levy, this rate:

X

 is the same rate as the existing tax levy.

is not

 the same rate as the existing tax levy and is either:

\_\_\_\_\_

a reduction, the extent of the reduction being: \_\_\_\_\_ mill(s)

\_\_\_\_\_

an increase, the extent of the increase being: \_\_\_\_\_ mill(s)

3.

Pursuant to R.C. § 5705.03(B)(1):

a.

The purpose of the tax is as follows:

Current expenses, including street lighting expenses.

b.

The type of levy is as follows:

\_\_\_\_\_

additional levy

X

 renewal levy: \_\_\_\_\_ increase \_\_\_\_\_ decrease

\_\_\_\_\_

replacement levy: \_\_\_\_\_ increase \_\_\_\_\_ decrease

c.

The sections of the Revised Code authorizing submission of the question of the tax are R.C. §§ 5705.03, 5705.191, and 5705.25 and the following:

\_\_\_\_\_

§ 5705.19(A)

d.

The term of the tax is as follows (in years or continuing): 

5

 years

e.

The territory where the tax is to be levied is as follows:

7100/138/00924165-1 MLF

Page 2 of 5

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

☒ Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

- f. The date of the election at which the question of the tax shall appear on the ballot is as follows ("Election");

November 5, 2019

- g. The territory where the ballot measure is to be submitted is as follows:

☒ Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

- h. The tax will be first levied and collected as follows:

The tax year in which the tax will first be levied is 2020

The calendar year in which the tax will first be collected is 2021

- i. The Village has territory in Paulding County and each of the following listed counties: None other than Paulding County.

4. The Fiscal Officer is hereby directed to **certify the levy to the Auditor AND the Board of Elections, Paulding County, Ohio ("BOE")**. Certification shall include copies of **ALL** of the following documents:

- a. **Resolution of Necessity** (Resolution No. 2019-01 adopted on April 15, 2019); and,
- b. **Certification of the Auditor**; and,
- c. **Resolution to Proceed** (This Resolution).

Certification shall occur by no later than 4:00 PM on August 7, 2019 (90 days prior to the Election)

The Fiscal Officer shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

5. The BCE is hereby directed to submit substantially the following question to the electors at the Election:

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## OFFICIAL QUESTIONS AND ISSUES BALLOT NOVEMBER 5, 2019

### PROPOSED TAX LEVY (RENEWAL) ANTWERP VILLAGE

A majority affirmative vote is necessary for  
passage

A renewal of a tax for the benefit of Antwerp Village for the purpose of current expenses at a rate not exceeding 1 mill for each one dollar of valuation, which amounts to \$0.10 for each one hundred dollars of valuation, for 5 years, commencing in 2020 first due in calendar year 2021.

FOR THE TAX LEVY


AGAINST THE TAX LEVY

6. All formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

7. This Resolution shall be in full force and effect immediately upon adoption.

Kenneth Reinhardt seconded the motion.

Voted on and signed this July 15, 2019, in the Village of Antwerp, Paulding County, Ohio.

  
RAY DELONG, Mayor of the Village of Antwerp

ATTEST:

Aimee Lichty  
AIMEE LICHTY, Fiscal Officer

First Reading: May 20, 2019

Second Reading: June 17, 2019

Third Reading: July 15, 2019

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

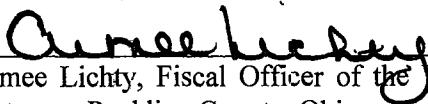
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

State of Ohio  
Paulding County

I, the undersigned Fiscal Officer of the Village of Antwerp, Paulding County, Ohio, hereby certify that the foregoing Resolution No. 2019- 06 is taken and copied from the record of proceedings of the Council of the Village of Antwerp, Paulding County, Ohio, and that it has been compared by me with the resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 7-15-19

  
Aimee Lichty, Fiscal Officer of the Village of  
Antwerp, Paulding County, Ohio

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2019-07

### A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF LEVYING A TAX THAT IS A RENEWAL OF AN EXISTING LEVY IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF PROVIDING AND MAINTAINING FIRE APPARATUS, APPLIANCES, AND EQUIPMENT INCLUDING PUMPER/TANKER FIRE ENGINE AND FIRE GEAR FOR FIREFIGHTING PERSONNEL

(R.C. §§ 5705.03, 5705.19(I), 5705.191, 5705.192, and 5705.25)

The Council of the Village of Antwerp, Paulding County, Ohio ("Council") met in regular session on July 15, 2019, with the following members present:

Rudie Reet  
Kenneth Reinhart  
Dean Rister  
Mike Rohrs  
Keith West  
~~Jan Reet~~

Dean Rister moved the adoption of the following Resolution:

#### PREAMBLE

**WHEREAS**, the Council, approved the following resolution declaring the necessity to levy a tax in excess of the ten-mill limitation:

Resolution No: 2019-02

Date Approved: April 15, 2019

and,

**WHEREAS**, the Paulding County Auditor ("Auditor") has certified the following information to the Council:

1. The total current tax valuation of the Village is as follows:  
  
\$20,360,700
2. The number of mills required to generate a specified amount of revenue is, or:
  - Specified amount of revenue: \$ \_\_\_\_\_
  - Required number of mills: \_\_\_\_\_
3. The dollar amount of revenue that would be generated by a specified number of mills is:
  - Specified number of mills: two and sixty-three hundredths (2.63) mills
  - Dollar amount of revenue generated: \$51,963

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

- This rate amounts to the following for each one hundred dollars of tax valuation:  
c. ~~The term of the tax is as follows (in years or continuing):~~  
twenty six and three tenth cents (\$0.263)

5 years

## RESOLUTION

- e. The territory where the tax is to be levied is as follows:

**NOW THEREFORE, BE IT RESOLVED**, by the Council, at least two-thirds (2/3) of all of the  
X Upon the entire territory of the Village

members of the Council concurring, as follows:

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the  
territory of the Village:

1. The Council shall proceed with the submission of the question of the tax to electors.  
f. The date of the election at which the question of the tax shall appear on the ballot  
is as follows ("Election"):  
2. The rate of the tax levy, expressed in mills for each one dollar in tax valuation as  
estimated by the Auditor, is as follows:  
November 5, 2019

- a. Two and Sixty-Three Hundredths Mills;

- g. The territory where the ballot measure is to be submitted is as follows:

- b. This rate amounts to the following for each one hundred dollars of tax valuation:  
X Upon the entire territory of the Village  
twenty six and three tenth cents (\$0.263)

- c. If the levy is a renewal levy or a replacement levy, this rate.  
territory of the Village:

X is the same rate as the existing tax levy.

- h. The tax will be first levied and collected as follows:  
is not the same rate as the existing tax levy and is either:

The tax year in which the tax will first be levied is 2020,  
a reduction, the extent of the reduction being: \_\_\_\_\_ mill(s)

The calendar year in which the tax will first be collected is 2021,  
an increase, the extent of the increase being: \_\_\_\_\_ mill(s)

3. Pursuant to 1. The Village has territory in Paulding County and each of the following listed  
R.C. § 5705.03(B)(1):  
counties: None other than Paulding County.

4. a. The purpose of the tax is as follows:  
The Fiscal Officer is hereby directed to **certify the levy to the Auditor AND the Board  
of Elections, Paulding County, Ohio ("BOE")**. Certification shall include copies of  
Provide and maintain fire apparatus, appliances, and equipment including  
ALL of the following documents:  
pumper/tanker fire engine and fire gear for firefighting personnel.

- a. **Resolution of Necessity** (Resolution No. 2019-02 adopted on April 15, 2019);  
b. The type of levy is as follows:  
and,

- b. **Certification of the Auditor**; and,

- c. X **Resolution to Proceed** (This Resolution). renewal levy: increase \_\_\_\_\_ decrease

Certification shall occur by no later than 4:00 PM on August 7, 2019 (90 days prior to the  
Election). replacement levy: increase \_\_\_\_\_ decrease

- c. The sections of the Revised Code authorizing submission of the question of the  
tax are R.C. §§ 5705.03, 5705.191, and 5705.25 and the following:  
The Fiscal Officer shall also notify the BOE to cause notice of the Election on the  
question of levying the tax to be given as required by law.  
§ 5705.19(I)

5. The BOE is hereby directed to submit substantially the following question to the electors



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

at the Election:

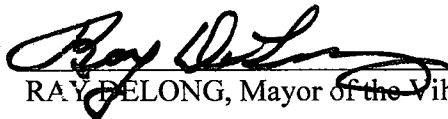
OFFICIAL QUESTIONS AND ISSUES BALLOT NOVEMBER 5, 2019	
PROPOSED TAX LEVY (RENEWAL) ANTWERP VILLAGE	
A majority affirmative vote is necessary for passage	
A renewal of a tax for the benefit of Antwerp Village for the purpose of providing and maintaining fire apparatus, appliances, and equipment including pumper/tanker fire engine and fire gear at a rate not exceeding 2.63 mills for each one dollar of valuation, which amounts to \$0.263 for each one hundred dollars of valuation, for 5 years, commencing in 2020 first due in calendar year 2021.	
	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

6. All formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

7. This Resolution shall be in full force and effect immediately upon adoption.

Michael Rohrs seconded the motion.

Voted on and signed this July 15, 2019, in the Village of Antwerp, Paulding County, Ohio.

  
RAY DELONG, Mayor of the Village of Antwerp

ATTEST:

  
AIMEE LICHTY, Fiscal Officer

First Reading: May 20, 2019

Second Reading: June 17, 2019

Third Reading: July 15, 2019

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

State of Ohio  
Paulding County

I, the undersigned Fiscal Officer of the Village of Antwerp, Paulding County, Ohio, hereby certify that the foregoing Resolution No. 2019-07 is taken and copied from the record of proceedings of the Council of the Village of Antwerp, Paulding County, Ohio, and that it has been compared by me with the resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: July 15, 2019

Aimee Lichty  
Aimee Lichty, Fiscal Officer of the Village of  
Antwerp, Paulding County, Ohio

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Fcm 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2019-08

### **A RESOLUTION ACCEPTING THE LOWEST AND BEST BID FOR THE ANTWERP 2019 OPWC WATERLINE REPLACEMENT PROJECT, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village of Antwerp, Ohio ("Village") is in need of making capital improvements to the S. Main Street and E. Canal Street waterlines; and

**WHEREAS**, the Council of the Village passed Resolution No. 2018-07 authorizing the Mayor of the Village to prepare and submit an application to participate in the Ohio Public Works Commission (OPWC) State Capital Improvement and to execute contracts as required to obtain financial assistance for S. Main Street and E. Canal Street waterline improvements;

**WHEREAS**, OPWC approved the Village's application and approved funding through OPWC (50% through a loan and 50% through a grant) for the S. Main Street and E. Canal Street waterline improvements as requested by the Village;

**WHEREAS**, the Village advertised for bids on May 15, 2019, in a newspaper of local circulation, and posted the advertisement on the Village's website on May 9, 2019, for bids to be submitted for the work required to make the necessary improvements; and

**WHEREAS**, the Village received and opened bids on June 4, 2019, at 12:00 p.m., at 503 W. River Road, Antwerp, Ohio 45813; and

**WHEREAS**, Bryan Excavating, LLC, 128 S. Lynn Street, Bryan, OH 43506, submitted the lowest and best bid in the amount of Two Hundred Fifty-One Thousand Seven Hundred Seventy-Four and 00/100 dollars (\$251,774.00) Total Bid to perform the work to make the necessary improvements to the S. Main Street and E. Canal Street waterlines; and

**WHEREAS**, the OPWC funding will be released July 1, 2019, and the acceptance of the lowest and best bid must be contingent upon the Village receiving and executing the Ohio Public Works Commission Grant Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

**Section 1.** The lowest and best bid of Bryan Excavating, LLC, 128 S. Lynn Street, Bryan, OH 43506, was Two Hundred Fifty-One Thousand Seven Hundred Seventy-Four and 00/100 dollars (\$251,774.00) Total Bid.

**Section 2.** The Engineer, Poggemeyer Design Group, Inc., recommends Bryan Excavating, LLC as the lowest and best bidder after reviewing the bid tabulations.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

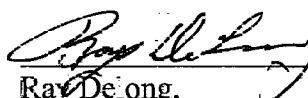
**Section 3.** The Village Council accepts the bid of Bryan Excavating, LLC as recommended by Poggemeyer Design Group, Inc. contingent upon receiving and executing the Ohio Public Works Commission Grant Agreement. Upon the fulfillment of this contingency, the Mayor is authorized to enter into a contract, along with any and all necessary documents ancillary to this contract, with Bryan Excavating, LLC in the amount of Two Hundred Fifty-One Thousand Seven Hundred Seventy-Four and 00/100 dollars (\$251,774.00) Total Bid, for the improvements to the S. Main Street and E. Canal Street waterlines.

**Section 4.** In accordance with H.B. 95, the Village, through the findings produced by its engineer Poggemeyer Design Group, Inc., verified that Bryan Excavating, LLC has not been issued a "finding for recovery" by the auditor of the state. The Mayor is authorized to initial the findings and sign the verification form as part of the project contracts.

**Section 5.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

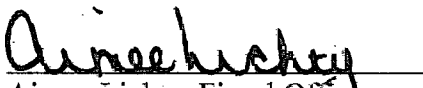
**Section 6.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need to make improvements to the S. Main Street and E. Canal Street waterlines, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 6-17-19



Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Airnee Lichry, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

CERTIFICATION

STATE OF OHIO                    )  
  )SS:  
COUNTY OF PAULDING        )

I, Aimee Lichty, Fiscal Officer of the Village of Antwerp, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2019- 08 passed by the Council of the Village of Antwerp on June 17, 2019; that publication of such Resolution has been made and certified of record according to law; and that no proceedings looking to a referendum upon such Resolution has been taken.

Aimee Lichty  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2019-08

AN ORDINANCE TO RETAIN THE SERVICES OF MELANIE L. FARR  
AS SOLICITOR FOR THE VILLAGE OF ANTWERP,  
PAULDING COUNTY, OHIO, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Paulding County, Ohio (the "Village") is authorized by law to retain the services of legal counsel to be known as the Village Solicitor; and

WHEREAS, the Council of the Village deems it necessary to retain the services of legal counsel to act as Solicitor for the Village in civil, contract, and criminal matters.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio as follows:

Section 1. Legal counsel shall be provided to act in civil, contract, and criminal matters for the Village, and the person retained as such counsel shall be known as the Solicitor of the Village of Antwerp.

Section 2. The Village will compensate the Solicitor for legal services rendered on behalf of the Village at the rate of One Hundred Thirty Dollars (\$130.00) per hour, plus legal support staff used by the Solicitor and out-of-pocket expenses incurred in providing such legal services, including but not limited to postage and photocopying at the rate of No Dollars and Fifteen Cents (\$0.15) per page. This Ordinance to retain the legal services of a Solicitor shall be in force and effect for a period not exceeding two (2) years.

Section 3. Melanie L. Farr, an attorney at law, is licensed to practice law in the State of Ohio, and is hereby appointed as Solicitor for the Village of Antwerp, Paulding County, Ohio.

Section 4. This Ordinance shall take effect as of the expiration of the prior Ordinance retaining the services of such counsel as the Solicitor of the Village of Antwerp, also known as Ordinance No. 2017-15.

Section 5. It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions of § 121.22 of the Ohio Revised Code.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

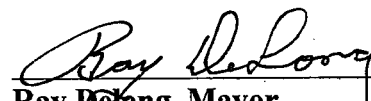
Form 6220S

Ordinance No. \_\_\_\_\_


Passed \_\_\_\_\_, \_\_\_\_\_

**Section 6.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that the Village needs to be represented by legal counsel. This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 17 day of June, 2019.

  
Ray DeLong, Mayor  
Village of Antwerp, Ohio

Attest:

  
Aimee Lichty, Fiscal Officer



RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2019-09

AN ORDINANCE REPEALING SECTION 4 OF ORDINANCE NO. 2018-17 INCREASING WATER RATES FOR THE VILLAGE OF ANTWERP, COUNTY OF PAUDLING, OHIO, SECTION 4 SPECIFICALLY ADDRESSING THE SALE OF TREATED BULK WATER, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Council of the Village of Antwerp, Ohio, passed Ordinance No. 2018-17 on December 10, 2018, after three readings, said Ordinance increasing the water rates for the Village of Antwerp, County of Paulding, Ohio; and

WHEREAS, Section 4 of Ordinance No. 2018-17 addressed treated bulk water and set the rates for the sale of treated bulk water; and

WHEREAS, the Council of the Village of Antwerp, Ohio, has determined it to be in the best interest of the Village to cease selling treated bulk water due to the high cost associated with providing treated bulk water and the repairs necessitated to the village streets due to the bulk haulers traveling on the same.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

Section 1. Section 4 of Ordinance No. 2018-17 reads as follows:

Section 4. Treated bulk water may be purchased at the waterworks facility located in the Village. The purchaser of treated bulk water must report to the Utility Billing Office quarterly how much water has been drawn from the treated water hydrant. A metered, back flow protected hydrant, located inside the waterworks facility, will document daily water drawn which will be compared to all water drawn by bulk water haulers. Each purchaser shall be billed once each year on the first (1<sup>st</sup>) day of November, and the water bill for the purchase of treated bulk water is due and payable on or before the fifteenth (15<sup>th</sup>) day of November of that same year. The purchase price of treated bulk water at the waterworks facility effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, will be as follows:

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 8220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

January 1, 2019	\$3.00 for each one thousand (1,000) gallons
January 1, 2020	\$3.16 for each one thousand (1,000) gallons
January 1, 2021	\$3.32 for each one thousand (1,000) gallons
January 1, 2022	\$3.49 for each one thousand (1,000) gallons
January 1, 2023	\$3.83 for each one thousand (1,000) gallons
January 1, 2024	\$9.01 for each one thousand (1,000) gallons

**Section 2.** Section 4 of Ordinance No. 2018-17 is hereby repealed.

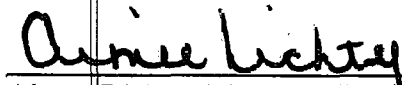
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason to repeal Section 4 of Ordinance No. 2018-17 to cease selling treated bulk water due to the high cost associated with providing the same and repairs necessitated to village streets as a result of bulk haulers traveling on the same, and this Ordinance shall take effect and be in force immediately upon its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 17 day of June, 2019.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-10

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$35,000.00 FROM THE GENERAL FUND TO THE WATER FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Water Fund to provide necessary funding for the operations of the water department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Water Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:


**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) from the General Fund to the Water Fund.

**Section 2.** The transfer of these funds from the General Fund to the Water Fund is necessary for the operation of the water department of the Village of Antwerp.

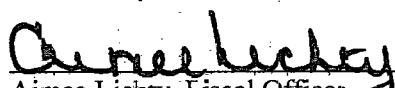
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the water department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date June 17, 2019

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2019-11

AN ORDINANCE AMENDING ORDINANCE NO. 2006-15 REGULATING THE USE OF THE PARKS AND RECREATIONAL FACILITIES WITHIN THE VILLAGE OF ANTWERP, OHIO, SAID PARKS AND RECREATIONAL FACILITIES CONTROLLED BY THE PARK BOARD OF THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Council of the Village of Antwerp, Ohio, passed Ordinance No. 2006-15 regulating the use of the parks and recreational facilities within the Village of Antwerp, Ohio, said parks and recreational facilities controlled by the Park Board of the Village of Antwerp, Ohio, and Ordinance No. 2006-15 was passed as an emergency measure on April 10, 2006;

WHEREAS, the Council has been notified of on-going problems at the park, including but not limited to standing on picnic tables, throwing rocks, use of profane language, with these problems resulting in parents being contacted and not allowing children to return without adult supervision;

WHEREAS, the Park Board has met to address these problems and made recommendations to Council on amending the rules and regulations to address these problems; and

WHEREAS, the Council has determined that Ordinance No. 2006-15 needs amended to amend the park rules and regulations to specifically address the current problems and to implement the recommendations of the Park Board in that regard.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

Section 1. That Ordinance No. 2006-15 is amended to read as follows:

WHEREAS, the Council of the Village of Antwerp has determined that it is necessary to enact rules and regulations restricting the use of the Parks and Recreational Facilities controlled by the Park Board of the Village of Antwerp, Ohio.

NOW THEREFORE, be it ordained by the Council of the Village of Antwerp, Paulding County, Ohio:

SECTION 1. That the park located in the Village of Antwerp, Ohio, commonly known as Riverside Veterans Memorial Park located at 302 East River Street, and more particularly described as follows:

On the North, by the Maumee River: On the West by Island Street: On the South by U.S. Route 24: On the East .33 acres owned by the State of Ohio,

which park will hereinafter be referred to as "Park," will be regulated as to its use provided herein.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OH:O

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

**SECTION 2.** Hours of closing: Except by special permission by the Village administrator or the Park Board in writing, no person shall be permitted to remain in the confines of the Park, Park area, or Park buildings after sunset or before sunrise. This section shall not apply to vehicles used in the maintenance of the Village property nor to Village vehicles operating on such property by the Village employees, nor to vehicles operated on such property with the express written permission of the Village administrator or Park Board, nor to emergency or police vehicles, or persons within the Park during the prohibited hours pursuant to emergency, or police personnel or law enforcement personnel, performing their official duties.

**SECTION 3.** Littering and dumping: There shall be no littering or dumping allowed in the Park area. Picnic and Recreation areas must be clean and orderly after they are used.

**SECTION 4.** Fires: No person shall light or maintain any fire in the Park other than in a barbecue brazier or grill or other area designated for such purpose, except upon special permission from the Village administrator, mayor or Park Board. If special permission is granted, then all fires must be attended at all times and must be extinguished before leaving.

**SECTION 5.** Animals: All pets must be on a short leash and must stay in the designated pet area of the Park. Clean up after the pet is the pet owner's responsibility.

**SECTION 6.** Alcohol and Drugs: All beer, alcohol, and drugs of abuse are prohibited in the Park. No person shall enter, be in or remain in the Park while under the influence of any alcoholic beverage, narcotic, or dangerous drug.

**SECTION 7.** Firearms and Explosives: Firearms, fireworks, or explosives of any kind are prohibited in the Park. No person, other than a certified peace officer or an on duty security guard, shall bring in the Park, or discharge or shoot, any firearm, air gun, slingshot, or bow and arrow. No person shall discharge any firework or explosive in the Park unless permitted in writing from the Village administrator, mayor, or Park Board.

**SECTION 8.** Children under twelve years old: No parent or guardian, or any person having the custody of any child under the age of twelve (12) years of age, shall cause, permit, or allow such child to enter or visit the park unless the child is accompanied by a person of not less than sixteen (16) years of age.

**SECTION 9.** Playground equipment: No child over the age of thirteen (13) years of age shall be permitted on the playground equipment.

**SECTION 10.** Vulgar / profane language: The use of vulgar or profane language is prohibited in the Park.

**SECTION 11.** Picnic tables: No person shall stand on the picnic tables.

**SECTION 12.** Whoever violates any section of this Ordinance shall be banned from the Park for a period of thirty (30) days. Whoever commits a second violation of this Ordinance shall be cited for a minor misdemeanor and subject to any penalty allowed by

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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*Ordinance No.*  
~~Ohio Basic Code Section 10.99. Whoever commits a third violation of this Ordinance shall~~  
be banned from the Park until the violator reaches the age of eighteen (18) years of age or if  
the violator is of majority age at the time of committing the third violation of this Ordinance,  
the person shall be banned from the Park.

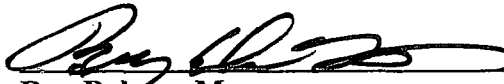
**SECTION 13.** It is found and determined that all formal actions of Council concerning and relating to the passage of this Ordinance were adopted in open meetings of the Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**SECTION 14.** This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public health, safety and welfare of the Village due to recent damage in the Park, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be enforced after the earliest period allowed by law.

**Section 2.** It is found and determined that all formal actions of Council concerning and relating to the passage of this Ordinance were adopted in open meetings of the Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 3.** This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public health, safety and welfare of the Village due to the on-going problems in the Park, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be enforced after the earliest period allowed by law.

DATED: July 15, 2019

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2019-13

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST ADDENDUM TO THE DONATION AGREEMENT BY AND BETWEEN THE ADVISORY BOARD, NORTHWESTERN OHIO DISTRICT CHURCH OF THE NAZARENE AND THE VILLAGE OF ANTWERP, OHIO; AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village of Antwerp ("Village") and the Advisory Board, Northwestern Ohio District Church of the Nazarene ("Church") entered into a Donation Agreement ("Agreement") by which the Church donated land to the Village, such land being conveyed to the Village by way of a General Warranty Deed recorded on June 7, 2013 ("Deed"), with the restriction that such donation was subject to the land being developed within seven (7) years of the date of the land conveyance; and

**WHEREAS**, the development of the land at issue has not occurred but the parties to the Agreement desire to extend the time by which such development must occur to and including June 7, 2023; and

**WHEREAS**, the Village desires to extend the time contemplated by the Agreement and set forth as a restriction in the Deed for the development of the land; and

**WHEREAS**, the Council of the Village of Antwerp authorizes the Mayor to enter into a First Addendum to the Agreement to allow such restriction requiring the development of the land to be extended to and including June 7, 2023.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:**

**Section 1.** That the Village of Antwerp desires to extend the time contemplated by the Agreement and set forth as a restriction in the Deed for the development of the land at issue, and the Mayor is authorized to enter into a First Addendum to the Agreement to allow such restriction requiring the development of the land to be extended to and including June 7, 2023, which Addendum is attached hereto and incorporated herein by reference.

**Section 2.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

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

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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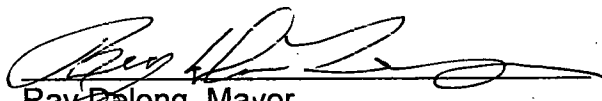
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

requirements including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public health, safety and welfare of the Village and to allow sufficient time to allow the Village to apply for funding in relation to the development of the property at issue, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 19 day of August, 2019.

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-14

### AN ORDINANCE AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE SALE OF REAL PROPERTY OWNED BY THE VILLAGE OF ANTWERP, OHIO PURSUANT TO OHIO REVISED CODE § 721.03, AND DECLARING AN EMERGENCY

**WHEREAS**, the Village of Antwerp, Ohio, owns real estate located at 106 ½ Archer Drive, Antwerp, Ohio, more legally described as Lot 17 PT Block B Antwerp Village, City of Antwerp, Paulding County, Ohio, Parcel #12-03S-002-00, referred to herein as the "Real Estate"; and

**WHEREAS**, the Real Estate is not needed for any municipal purpose and the Council of the Village of Antwerp, Ohio desires to offer said Real Estate for sale in the manner authorized by law; and

**WHEREAS**, this Council, pursuant to Ohio Revised Code § 721.03, desires to sell the Real Estate to the highest bidder, after advertisement once a week for five (5) consecutive weeks in a newspaper of general circulation within the Village of Antwerp, Ohio

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1** It is hereby found that the Real Estate identified herein, currently owned by the Village of Antwerp, is not needed for any municipal purpose and that it is in the best interest of the Village that said property be sold.

**Section 2** The Village Administrator is hereby authorized to advertise for bids to sell the Real Estate setting a minimum bid requirement of Twenty-Five Thousand Dollars (\$25,000.00).

**Section 3** The Fiscal Officer of the Village of Antwerp is hereby instructed and directed to cause legal notice to bidders to be published for five (5) consecutive weeks in a newspaper of general circulation within the Village of Antwerp, Ohio.

**Section 4** At its next regular meeting following the advertisement for bids as provided by law and public bid opening, this Council may authorize the Mayor to execute a contract for sale by a Quitclaim Deed conveying the Real Estate to the highest bidder responding fully to the advertisement for bids. This Council may reject any and all bids found to be nonresponsive or otherwise deficient, and readvertise until the Real Estate is sold.

**Section 5** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

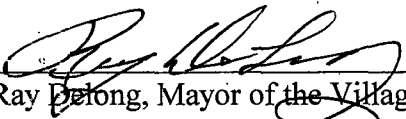
Form 6220S

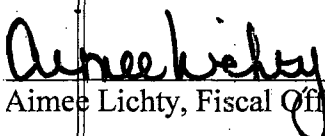
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 6.** This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public health, safety and welfare of the Village and to expedite the bidding process relating to the sale of the Real Estate, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date Aug 19, 2019

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:  
  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - LAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

*Ordinance No.* \_\_\_\_\_

*Passed* \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

*Ordinance No.* \_\_\_\_\_

*Passed* \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 3220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2019-17

AN ORDINANCE ACCEPTING THE FINAL PLAT OF THE MAUMEE LANDING  
SUBDIVISION - PHASE 7 (LOT 23) TO THE ADDITION TO THE VILLAGE OF  
ANTWERP, PAULDING COUNTY, OHIO, PURSUANT TO ORDINANCE NO. 94-17,  
AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp approved the preliminary plat of the Maumee Landing Subdivision submitted by Olen McMichael, the developer for the Maumee Landing Subdivision. Said preliminary plat was discussed, approved and accepted by the council at its regular meeting on May 8, 2006; however, the minutes from that meeting failed to reflect council's action on the preliminary plat. At the special meeting of the council on July 30, 2008, the council renewed its motion to accept the preliminary plat for the Maumee Landing Subdivision, which motion was passed by a unanimous vote of the council members present.

WHEREAS, Olen McMichael has submitted the final plat of the Maumee Landing Subdivision - Phase 7 (Lot 23) to the Village of Antwerp Planning Commission, as well as to the Village of Antwerp Council, as required by Ordinance No. 94-17, the Village Subdivision Ordinance.

WHEREAS, the Planning Commission recommended that the final plat for Phase 7 (Lot 23) of the Maumee Landing Subdivision and the infrastructure improvements provided thereon be accepted.

WHEREAS, the final plat has been prepared by a licensed land surveyor, and in accordance with the Subdivision Ordinance, Ordinance No. 94-17, action will be taken by the Village Council within thirty (30) days after the submission of the final plat.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

SECTION 1. That the recommendation of the Planning Commission as to the final plat of the Maumee Landing Subdivision - Phase 7 (Lot 23) to the addition to the Village of Antwerp, Paulding County, Ohio, described in Exhibit A, which is attached hereto and made a part hereof, is hereby approved, and that the final plat of the Maumee Landing Subdivision - Phase 7 (Lot 23) is hereby accepted.

SECTION 2. That the Village's engineer shall, upon the written request by the developer herein, inspect the construction of the streets, sewers, water mains, fire hydrants, and other infrastructure improvements identified in the plat and make a determination whether those improvements have been constructed in accordance with the specifications set forth in the approved plat and that such improvements are in good repair, which such findings shall be endorsed on the approved plat, and such endorsement shall constitute an acceptance of the improvements for public use by the Village.

SECTION 3. That all or parts of drives, roads and avenues as shown on the plat and not heretofore dedicated are hereby dedicated to public use as such, and easements shown on the plat are for the construction, operation and maintenance of all public and private utility purposes above and beneath the surface of the ground and, where necessary, are for the construction,

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, said streets identified by the developer on Exhibit A.

**SECTION 4.** That none of the lots as proposed on the plat be sold to any third party until all infrastructure improvements, as shown on the attached plat, have been completed and accepted by the Village of Antwerp, Paulding County, Ohio.

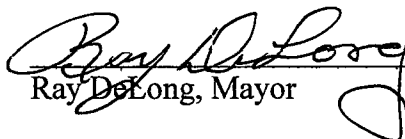
**SECTION 5.** That all requirements for the final plat have been provided as set forth in Ordinance No. 94-17, including, but not limited to, a notarized certification of the owners of the adoption of the plat, the dedication of the streets and other public areas, the approval and the signature of Village officials concerned with the specifications and inspection of utility installations and improvements, and certification by the County Auditor that there are no unpaid taxes on the property involved.

**SECTION 6.** That the Fiscal Officer for the Village of Antwerp, Ohio, is hereby authorized to record the final plat with the Paulding County Recorder and to obtain the certification of the Paulding County Recorder that the plat has been recorded. The payment of the recording fees are the responsibility of the developer.

**SECTION 7.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**SECTION 8.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the final plat for Phase 7 (Lot 23) of the Maumee Landing Subdivision must be approved in order to comply with the Village's Subdivision Ordinance and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 9-16-19

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

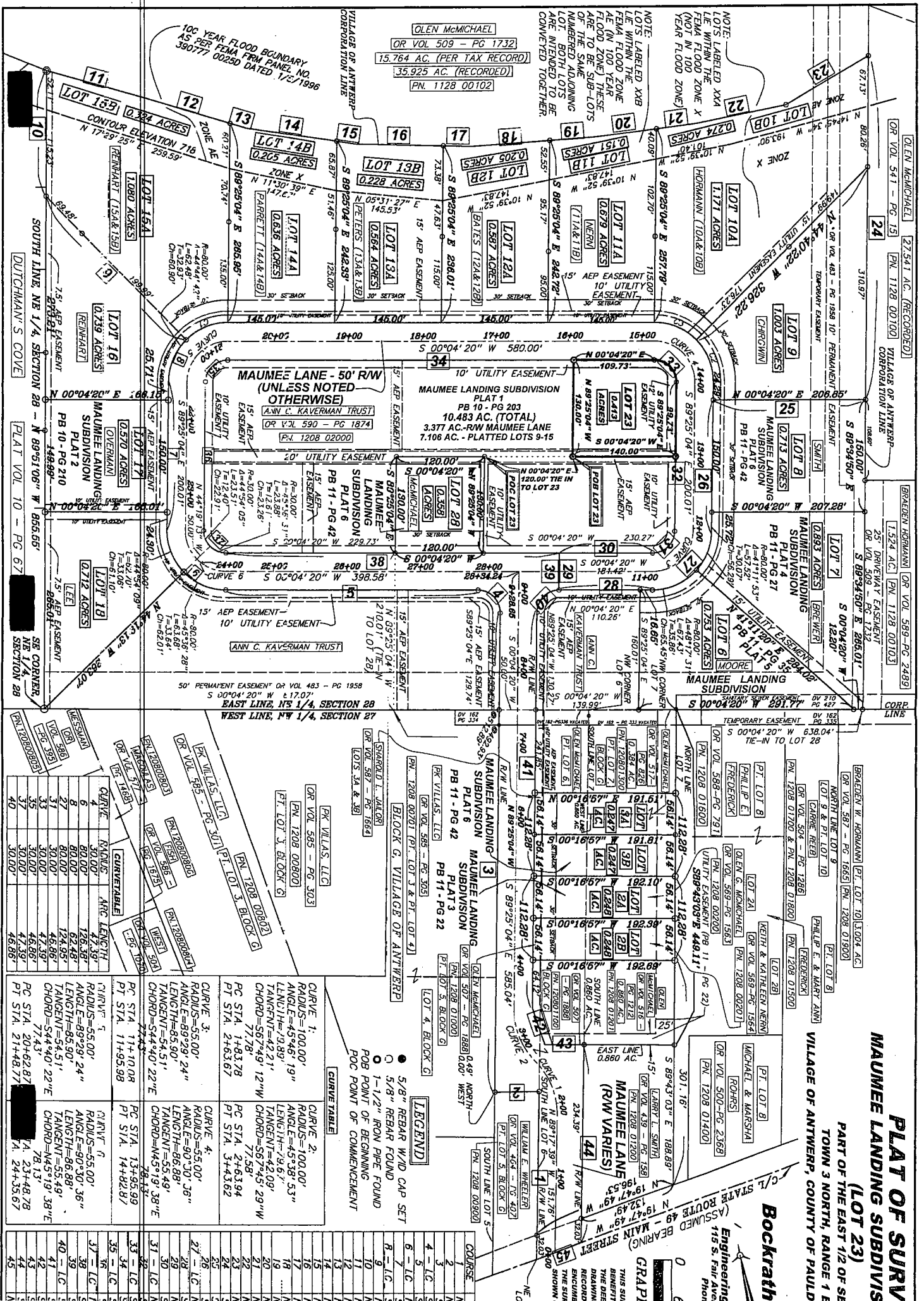
BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No.

Passed

Exhibit A



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

CERTIFICATION

I, THE PAULDING COUNTY AUDITOR, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES ON THE PROPERTY HEREIN DESCRIBED AND APPROVE THIS PLAT FOR TRANSFER ON THIS DAY \_\_\_\_\_, 2019

PAULDING COUNTY AUDITOR \_\_\_\_\_

CERTIFICATION

I, THE PAULDING COUNTY RECORDER, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN VOL. \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PLAT RECORDS OF THE COUNTY OF PAULDING, OHIO, ON THIS DAY \_\_\_\_\_, 2019 FEE: \_\_\_\_\_

PAULDING COUNTY RECORDER \_\_\_\_\_

ACCEPTANCE

WE, THE COUNCIL OF THE VILLAGE OF ANTIWERP, OHIO, THIS PLAT AND ACCEPT THE DEDICATED STREETS AND TO THE VILLAGE OF ANTIWERP, OHIO.

BY ORDINANCE NO. 2019-17 THIS 16 DAY,



I, THE UNDERSIGNED OWNER OF THE PROPERTY HE DESCRIBED DO HEREBY VOLUNTARILY CONSENT TO EXECUTION OF THIS PLAT AND DEDICATE THE ROAD WAY AND UTILITY EASEMENTS FOR PUBLIC USE. I SHOWN ON THIS PLAT ARE FOR THE CONSTRUCTION MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL STORM SEWER, SANITARY SEWER, GAS, ELECTRIC, AND OTHER UTILITY LINES OR SERVICES AND FOR PROM AND EGRESS TO THE UTILITIES.

DATE: \_\_\_\_\_


STATE OF OHIO:  
PAULDING COUNTY, SS  
PERSONALLY APPEARED BEFORE ME THE AFORESAID ACKNOWLEDGE THAT HE DID SIGN THIS PLAT AND IS HIS FREE ACT AND DEED.

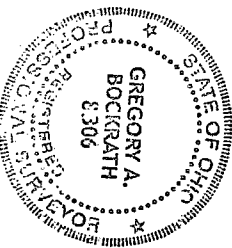
SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_, 2019


NOTARY PUBLIC \_\_\_\_\_

I THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS IS A TRUE COPY OF A SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT ALL BOUNDARIES, LOT CORNERS AND ROAD CENTERLINES ARE MONUMENTED AS SHOWN ON THE ACCOMPANYING PLAT.

Date: 8-28-19

  
Bockrath & Associates  
Engineering and Surveying, LLC  
Gregory A. Bockrath P.S.  
Registered Land Surveyor No. 8306  
115 S. Fair Avenue, Suite A  
Ottawa, OH 45875  
Phone: (419) 523-5789



  
**Bockrath & Associates**  
Engineering and Surveying, LLC  
115 S. Fair Avenue, Suite A  
Ottawa - Ohio  
Phone: 419-523-5789

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_,

MAUMEE LANDING SUBDIVISION PLAT 7 (LOT 23)  
Situated as being part of the East Half of Section 28, Town 3 North,  
Range 1 East, Village of Amherst, Paulding County, Ohio, also being  
part of a 3.935 acre tract of land as recorded in Official Record Volume  
590, Page 1874 as recorded in the Paulding County Deed Records, Ohio  
and more particularly described as follows:

Commencing at a 5/8 inch rebar with ID cap found marking the  
Northwest corner of Lot 28 in Maumee Landing Subdivision Plat 6 as  
recorded in Plat Book 11, Page 42 of the Paulding County Record of  
Plats;

Thence North 00°04'20" East a distance of 120.00 feet to a 5/8 inch  
rebar with ID cap set and the POINT OF BEGINNING;

Thence North 89°25'04" West along a new division a distance of  
130.00 feet to a 5/8 inch rebar with ID cap set on the inner perimeter of  
the right-of-way of Maumee Lane dedicated in Maumee Landing  
Subdivision Plat 1 as recorded in Plat Book 10, Page 203 of the Paulding  
County Record of Plats;

Thence along the perimeter of said right-of-way line the following three  
(3) courses:

North 00°04'20" East a distance of 109.73 feet to a 5/8 inch rebar  
with ID cap found;

Along a curve to the right having a radius of 30.00 feet, a delta of  
90°30'36", an arc length of 47.39 feet, and a chord which bears  
North 45°19'38" East having a chord distance of 42.61 feet to a 5/8  
inch rebar with ID cap found;

South 89°25'04" East a distance of 99.73 feet to a 5/8 inch rebar  
with ID cap set;

Thence South 00°04'20" West along a new division a distance of  
140.00 feet to the POINT OF BEGINNING, said tract containing  
0.413 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether  
apparent and/or of record and is from an actual field survey performed in  
July, 2019, under the supervision of Ohio Professional Surveyor Gregory  
A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian  
assuming the Centerline of Main Street (State Route 49) to be South  
19°47'49" East and are for the purpose of angle determination only.

RECORD OF ORDINANCES

Ordinance No.

Passed

RESTRICTIONS FOR MALWEE LANDING SUBDIVISION ANTIWERP, OHIO

The purpose of the restrictions herein is to enhance and protect the value, attractiveness and desirability of the above described real estate by placing restrictive covenants on the above lots whereby each lot shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions.

which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof. The restrictive covenants are as follows:

1. The premises shall not be used for other than a single family dwelling. The ground floor area of the main structure, exclusive of porches, open porches and garages, shall not be less than sixteen hundred (1600) square feet for a one story dwelling, and one thousand square feet for a one and one half story dwelling or a two story dwelling except for lots 1, 2, 3, and 4 which may be either a single or double family dwelling.
2. No buildings shall be erected, placed or altered on any building plot in the subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity in design with other structures in the subdivision, by the sub-divisor or his representative.
3. Any dwelling erected on these premises shall be constructed of new materials. All construction of any kind shall be new material. No log style structures shall be permitted. Any storage building shall be constructed of some material as home.
4. Any variance must be approved by the grantor, Oley McMichael, Ray Koverman, his successors or assigns.
5. When construction of any building has been commenced, work thereon must be continued diligently. Exterior construction must be completed within twelve (12) months from the date of commencement. This includes the driveway, which must be concrete or blacktop pavement and sidewalks where required.
6. The finish grade (top of the garage floor) is to be 18 to 24 above the top of curb at the 30 sellback line. The finish grade of the public sidewalks shall be 6 to 8 above the top of curb and sloped 1 toward the street. The finish grades (foundation and sidewalk) must be approved by the developer or his representative prior to performing the work. The finish (final) grading of site must be approved by the developer or his representative (prior to seeding grass and/or plantings). Excess soil (in excess of lot owners landscaping needs) to remain in the development and moved to site/s within the development approved by the developer.
7. No residence shall be occupied until the exterior of said structure has been completed.
8. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for a permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of temporary construction shed during this period of actual construction of any structure on such property, nor shall the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction. A garage may be constructed of the same exterior materials as residence following completion of residence.
9. No house trailer, mobile home, double wide side by side mobile home, modular home or recreational vehicle shall be used as a permanent residence. All structures must be built upon a permanent foundation and have roofs constructed with 2 x 6 rafters or comparable trusses; provided however, that this paragraph shall not be deemed or construed to prevent the use of pre-fabricated housing of standard construction.
10. A minimum building setback of thirty (30) feet shall be required on all lots.
11. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. This provision shall not be construed to prevent the grantor or grantee, their respective successors and assigns, from maintaining on the premises an advertising sign or device relating to the sale or rental of the above relating premises.
12. No animals, birds or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages. There shall be no dog runs or kennels.
13. No commercial truck, vehicles, camper trailers, boats, boat trailers or recreational vehicles shall be kept or stored on premises except in an enclosed garage. No unlicensed vehicle shall be permitted to sit on the roadway or in a driveway for more than fourteen (14) days.

14. No portion of the within described premises which would be considered front yard be used for any purpose other than that of a lawn. Nothing herein contained, however as preventing the use of such portion of said premises for walks and drives, and also shrubbery, the growing of flowers or ornamental plants, or for statutory fountains and ornamentalations for the purpose of beautifying said premises, but no vegetables or se the ordinary garden or field variety shall be grown upon such portion of premises an underbrush, or other unsightly growths shall be permitted to grow or remain anywhere and no unsightly objects shall be allowed to be placed or suffered to remain anywhere

15. If the grantee, or its successors and assigns, shall violate or attempt to violate herein, it shall be lawful for any person or persons owning any real property situated prosecute any proceedings in law or in equity against the person or persons violating violate any such covenant and either to prevent it or then from so doing, or to rec dues for such violation.

16. The herein enumerated restrictions, rights, reservations, limitations, agreements, conditions shall be deemed as covenants and not as conditions hereof and shall run with the land, its successors and assigns, until the 11th day of January, 2015, at which time the covenants shall automatically extend for successive periods of five (5) years, unless or then owners of the lots in said subdivision, it is agreed to change deed covenants.

17. Invalidation of any one of these covenants by judgment or court order shall in the other provisions which shall in full force and effect.

18. The above covenants, reservations and restrictions shall be incorporated verbatim every deed hereafter issued conveying any part of the premises above described.

19. These restrictions, covenants and conditions shall run with the land and shall bind owners of all building sites, and all person claiming under them until January, 2015 of covenants, conditions, and restrictions shall be automatically extended for successive each, provided that the owners of a three-fourths (3/4) majority of the building site change, modify, alter, amend or annul any of the other restrictions, reservations or

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2019-12

AN ORDINANCE AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO A CONTRACT WITH CRANE TOWNSHIP FOR PROVIDING EMERGENCY MEDICAL SERVICE FOR YEARS 2020, 2021, AND 2022

WHEREAS, the County of Paulding previously had a county-wide emergency ambulance service levy; and

WHEREAS, said levy has been discontinued county-wide; and

WHEREAS, the Village of Antwerp owns an emergency ambulance vehicle and has in the past provided emergency ambulance services to outlying areas; and

WHEREAS, the Village of Antwerp and Crane Township negotiated the terms and conditions of the Village providing emergency medical service to certain portions of Crane Township.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, OHIO:

**Section 1.** That the Village of Antwerp Emergency Medical Services Department (the "Village") will provide emergency medical service to that portion of Crane Township (the "Township") as provided in an Agreement to Provide Emergency Medical Services (the "Agreement") and shall be compensated by the Township paying an annual charge of \$4,303.81 for each calendar year of 2020, 2021, and 2022, with the annual charges to be paid on a quarterly basis in each calendar year, in combination with a user fee for delivery of emergency medical rescue services rendered by the Village. The rate of the user fee shall be that as established in Section 2 of this Ordinance. The user fees as established shall take effect at 12:01 A.M. on January 1, 2020.

**Section 2.** That the Council of the Village of Antwerp, Ohio hereby authorizes and approves the following rates for emergency medical rescue services when services are rendered by the Village, to any person in the area provided in the Agreement, as follows:

Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile or fraction thereof.

Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded mile or fraction thereof.

**Section 3.** That the user fee shall be incurred by the user of the emergency medical rescue services provided by the Village upon treatment.



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**Section 4a.** That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

**Section 4b.** That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

**Section 5.** That the Village shall bill the users of the emergency medical services and collect any monies due for said services. Any and all monies collected on behalf of the users shall be sent to the Township on a monthly basis. The Village shall submit monthly invoices to the Township for the amounts billed, collected and then paid to the Township for the provision of emergency medical services, and any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township.

**Section 6.** All amounts collected as a result of this Ordinance shall be placed into the fund(s) established by the Fiscal Officer as follows: \$75.00 of each user fee collected shall be placed into a Vehicle Replacement Fund and the remainder shall be placed into the EMS Revenue Fund. A transfer shall be done once or twice yearly from the EMS Revenue Fund to the Vehicle Replacement Fund.

**Section 7.** That the Mayor and the Fiscal Officer of the Village are authorized to enter into the Agreement with Crane Township to provide emergency medical service for the consideration identified herein, said Agreement to be effective as of January 1, 2020.

**Section 8.** That if any other prior ordinance or resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid, only that portion shall be held invalid and the remainder shall be in full force and effect.

**Section 9.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the 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 including all lawful ordinances and any applicable provisions in Section 121.22 of the Ohio Revised Code.

**Section 10.** This Ordinance shall take effect and be in full force after the earliest period allowed by law.

## **AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES**

Pursuant to Ohio Revised Code Sections 505.84 and 9.60, this **AGREEMENT** is made and entered into this \_\_\_\_ day of October, 2019, by and between the Village of Antwerp, County of Paulding, State of Ohio (hereinafter referred to as the "Village") and the Township of Crane, County of Paulding, State of Ohio (hereinafter referred to as the "Township") for the Village to provide emergency medical services to the Township for years 2020, 2021, and 2022 as more specifically described herein.

**WHEREAS**, the Mayor and Fiscal Officer of the Village were authorized to enter into this Agreement on October 21<sup>st</sup>, 2019, by an ordinance passed on said date, Ordinance No. 2019-12.

**WHEREAS**, the Board of Trustees of the Township were authorized to enter into this Agreement on Sept. 16, 2019, by a resolution adopted on said date, Resolution No. 2019-09-01.

**IN CONSIDERATION** of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties as follows:

1. The Village agrees to provide emergency medical services for certain portions of the Township, said territory described as follows:  
  
Sections 1 through 10, 17 through 20, 29 through 32, and portions of sections 11 and 12 with the dividing line in those sections being the Maumee River and the services provided only north of the Maumee River for sections 11 and 12 in Crane Township.
2. The scope of the emergency medical services provided by the Village to the Township shall be the same as is regularly provided to residents of the Village of Antwerp.
3. Notwithstanding this Agreement to provide emergency medical services in the territory described above, the Village's primary obligation to provide emergency medical services is to the territory comprised within the Village's corporation limits and it shall not be a violation of any of the terms and/or conditions of this Agreement if for any reason the officer in charge of the emergency medical unit determines that the unit is unable and/or will be delayed in performing the services agreed to herein. The Village shall not be responsible for any loss and/or damages incurred as a result of failure to respond or respond timely to any call for emergency medical services in the Township and territory described above.
4. In exchange for providing the emergency medical services to the territory described herein, the Township agrees to compensate the Village as follows:

(a) An annual charge of \$4,303.81 for calendar year 2020, an annual charge of \$4,303.81 for calendar year 2021, and an annual charge of \$4,303.81 for calendar year 2022. The annual charge is to be paid on a quarterly basis by the Township to the Village in four equal quarterly payments each payable to the Village the first business day of January, April, July and October; plus

(b) Base rate per person: Basic Life Support (BLS) \$400.00 plus \$8.00 for each loaded mile or fraction thereof. Base rate per person: Advance Life Support (ALS) \$500.00 plus \$8.00 for each loaded mile or fraction thereof.

That "Basic Life Support" (BLS) charges shall include by way of illustration the following: opening and maintaining an airway, giving positive pressure ventilation, cardiac compression, controlling hemorrhage, treatment of shock, immobilization of fractures, bandaging, assisting in childbirth, management of mentally disturbed patients, initial care of poison and burn patients, emergency extrication from entrapment, and any and all other procedures allowed by Ohio law.

That "Advance Life Support" (ALS) charges shall include by way of illustration the above Basic Life Support and also include the following: start IV infusions, manual defibrillation, administer epinephrine and other drugs, blood draws, start IO infusions, and any and all other procedures allowed by Ohio law.

5. The Township authorizes the Village to bill patients / users of the emergency medical services and collect any monies due for the services provided by the Village for emergency medical services. The Village is also authorized to use a third-party billing and collection agency to perform these services. The Village hereby agrees to submit bills to the patients / users for the fees established in Section 4(b) above, which are the same fees the Village charges its residents for the provision of emergency medical services. Any and all monies collected on behalf of the patients / users shall be sent to the Township on a monthly basis. Any and all payments made by Village between the effective date and the execution date of this Agreement shall be made to conform to the provisions of this Agreement.
6. The Village shall submit monthly invoices to the Township for the emergency medical services provided, billed, collected and paid to the Township and for any charges due and owing by the Township to the Village as provided in paragraph 4 above. Any and all charges provided for on the invoice shall be paid by the Township to the Village within thirty (30) days from the date the invoice is received by the Township. Failure to remit payment of said invoice could result in termination of this Agreement.
7. The volunteers, employees, agents, and/or officers of the Village that will provide the services to the Township as provided in this Agreement are deemed to be acting within the scope of their employment in providing said services. The

Village assumes the cost and/or expenses associated with any injury to those providing the services on behalf of the Village and/or any damage to equipment used in the performance of this Agreement. To the extent permitted under Ohio law, the Township agrees to fully indemnify and hold harmless the Village, its elected officials, its officers, agents, employees and volunteers from any and all obligations, liabilities or claims which may arise as a direct or indirect consequence of the Village's performance of this Agreement and the services agreed to be performed by the Village herein or the actions of the Village, its officials, agents, employees and any subcontractors employed by the Village. The Township will name the Village of Antwerp as an additional insured on its insurance policy. The Township's insurance coverage shall be primary insurance as it respects the Village, its elected officials, officers, agents, employees or volunteers and that any insurance maintained by the Village, its elected officials, officers, agents, employees or volunteers shall be excess to the Township's insurance and shall not contribute to it.

8. The Village hereby represents that the individuals that will provide the emergency medical services are volunteers, employees, agents, and/or other officials acting on behalf of the Village. No principal-agent or employer-employee relationship is created by this Agreement. As such, the Township and any of its officials, employees, agents, and/or volunteers are not eligible to receive any benefits from the Village, including but not limited to, OPERS, vacation, sick leave, health insurance, life insurance, worker's compensation insurance, unemployment compensation, any form of retirement benefits (including social security eligibility), or other benefits based upon the status of the Village providing the emergency medical services as independent contractors of the Township. The Township is responsible for payment of all applicable taxes, including federal, state, and local taxes.
9. The Village and the Township each reserve the right to unilaterally terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party. Any such termination will not alter the obligation of the Village to bill and/or collect the fees for services provided during the term of the Agreement or to pay those fees to the Township. Likewise, any such termination will not alter the obligation of the Township to pay any amounts due and owing to the Village by way of this Agreement for services rendered prior to the termination of said Agreement. It is the responsibility of the Township to notify the users of these services within the territory described herein of the termination of this Agreement.
10. Each party shall maintain accurate records, reports and other documents to sufficiently and properly account for all costs and expenses incurred by each party in the performance of its obligations under this Agreement. These records shall be available in accordance with the public entity's public records policy for inspection, review, audit, or other legitimate purpose by an authorized representative of the other party, the State of Ohio, the Federal Government, or representative of any, for a minimum of five (5) years after payment has been

made pursuant to the terms of this Agreement or until after a State Audit, whichever occurs earlier.

11. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
12. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in enforcing this Agreement.
13. The validity and interpretation of any of the terms or provisions of this Agreement or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.
14. The invalidation of any clause or provision of this Agreement shall have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement shall remain in full force and effect, and be interpreted as consistently as possible.
15. Any notice required to be given hereunder, shall be given as follows:

**Village of Antwerp**

Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

and

Attn: EMS Coordinator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2241  
Fax: (419) 258-1832

**Township of Crane**

Attn: Kristine Stuart,  
Fiscal Officer  
8763 Rd 176  
Paulding, OH 45879  
(419) 258-9319

16. This Agreement shall be effective as of January 1, 2020, and shall continue in full force and effect thereafter for the calendar years of 2020, 2021, and 2022. This Agreement supercedes any and all prior agreements between the Village and the Township pertaining to the provision of emergency medical services for prior years.
17. It is understood and agreed by the parties hereto that the signatories to the Agreement have been duly authorized to execute this Agreement on behalf of the respective parties, and that the parties hereby waive any challenge or defense to the validity of this Agreement based on lack of capacity, or irregularity in the procedures surrounding the execution of this Agreement.

Executed at Antwerp, Ohio, on the day and year first above written.

**"VILLAGE"**

**VILLAGE OF ANTWERP**

By: Ray DeLong  
Ray DeLong

Title: Mayor

Date: 10-21-19

By: Aimee Lichty  
Aimee Lichty

Title: Village Fiscal Officer

Date: 10-21-19

**"TOWNSHIP"**

**TOWNSHIP OF CRANE**

By: Michael Meyer

Title:

Date: Chairman Trustee 9-16-2019

By: Kristine M. Stuart

Title:

Date: Fiscal Officer 9-16-2019

**CERTIFICATE OF AVAILABLE FUNDS ATTACHED HERETO**

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

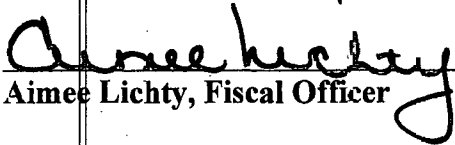
Passed \_\_\_\_\_, \_\_\_\_\_

PASSED THIS 21<sup>st</sup> day of 2019, 2019.



Ray DeLong, MAYOR  
VILLAGE OF ANTWERP

Attest:



Aimee Lichty, Fiscal Officer

First Reading: Aug 19, 2019

Second Reading: Sept. 16, 2019

Third Reading: Oct. 21, 2019

B2019-09

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE

RECORD OF ORDINANCES

COUNTY AUDITOR

(Village Council)

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Revised Code, Secs. 5705.34, - .35.

The Council of the Village of Antwerp, Paulding County, Ohio, met in Regular Ordinance No. 21st session on the 21st day of October, 2019, at the office of Village Council, Passed

with the following members present:

Jan Reeb  
Rudie Reeb  
Kenneth Reinhardt  
Michael Rohrs  
Keith West

Jan Reeb

moved the adoption of the following Resolution:

**WHEREAS**, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing *January 1<sup>st</sup>, 2020*; and

**WHEREAS**, The Budget Commission of Paulding County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**. By the Council of the Village of Antwerp, Paulding County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED** That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

Summary of Amounts Required From General Property Tax Approved By  
Budget Commission and County Auditor's Estimated Tax Rates

Fund	Amount Approved By Budget Commission Inside 10 Mill Limitation	Amount To Be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate Of Tax Rate To Be Levied		
			Inside 10 Mill Limit	Outside 10 Mill Limit	
	Column I	Column II	III	IV	
General Fund	\$36649.		1.80		
1976 FIRE Levy		14355.			2.00
1984 Police Levy		62795.			5.50
1986 EMS Levy		5710.			.50
2003 Cemetery		15068.			.80
2008 FIRE & EMS Levy		19300.			1.00
2004 POLICE		35506.			2.00
2005 Current Expense		18835.			1.00
2015 Fire		51968.			2.63
<b>Total</b>	<b>\$36649.</b>	<b>\$223537.</b>	<b>1.80</b>		<b>15.43</b>

\$15,752,420. Ag/Res  
3,337,030. Com/In  
1,271,250. PP  
20,360,700. Total

Schedule B

Levies Outside 10 Mill Limitation, Exclusive of Debt Levies



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO		Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy <small>Form 6220s</small>
Fund	Date of Vote		(Carry to Schedule A, Column II)
Ordinance No. _____		Passed _____	
<b>Special Revenue Funds:</b>			
1976 FIRE Levy authorized by voters on for not to exceed CONT years.	11-05-85	2.00	\$14355.
1984 POLICE Levy authorized by voters on for not to exceed CONT years.	05-08-84	5.50	\$62795.
1986 EMS Levy authorized by voters on For not to exceed CONT years.	11-04-86	.50	\$5710.
2006 Cemetery Levy authorized by voters on for not to exceed 5 years.	11-03-15	.80	\$15068.
2008 FIRE & EMS Levy authorized by voters on for not to exceed 5 years.	11-07-17	1.00	\$19300.
2004 POLICE Levy authorized by voters on for not to exceed 5 years.	11-06-18	2.00	\$35506
2005 CURRENT EXPENSE Levy authorized by voters on for not to exceed 5 years.	11-04-14	1.00	\$18835
2014 FIRE Levy authorized by voters on for not to exceed 5 years	11-04-14	2.63	\$51968.

and be it further

**RESOLVED**, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr./Ms. Mike Rohrs seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms.	<u>Jan Reeb</u>	<u>yea</u>
Mr./Ms.	<u>Mike Rohrs</u>	<u>yea</u>
Mr./Ms.	<u>Rudie Reeb</u>	<u>yea</u>
Mr./Ms.	<u>Keith West</u>	<u>yea</u>
Mr./Ms.	<u>Kenny Reinhart</u>	<u>yea</u>
Mr./Ms.	<u>Dean Rister</u>	<u>yea</u>
Mr./Ms.	_____	_____
Mr./Ms.	_____	_____

Adopted the 21<sup>st</sup> day of October, 2019.

Attest:

Aimee Hickey  
Clerk of Council

Jan Reeb  
President of Council

CERTIFICATE OF COPY  
Original On File

The State of Ohio, Paulding County, ss.

book of ordinances  
Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

now on file, that the foregoing has been compared by me with said original document, and that the same is  
a true and correct copy thereof.

Witness my signature, this 21<sup>st</sup> day of October 2019  
Aimee Lichty  
Clerk of Council

(1) A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R. C., or at such  
later date as may be approved by the Board of Tax Appeals.

Resolution No. R2019-09

Council of the Village of Antwerp Paulding County Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND  
AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.  
(VILLAGE COUNCIL)

ADOPTED Oct 21, 2019

Aimee Lichty, Clerk of Council

Filed \_\_\_\_\_ 2019

\_\_\_\_\_  
County Auditor.

By \_\_\_\_\_ Deputy.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2019-15

### **AN ORDINANCE AUTHORIZING THE LEASE OF REAL ESTATE OWNED BY THE VILLAGE OF ANTWERP, OHIO PURSUANT TO OHIO REVISED CODE § 721.03 AND AUTHORIZING THE MAYOR TO ENTER INTO LEASE AGREEMENT WITH THE HIGHEST AND BEST BIDDER**

**WHEREAS**, the Village of Antwerp, Ohio owns real estate consisting of 22.4 acres of tillable farm ground, located in Section 35 of Carryall Township, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Real Estate"); and

**WHEREAS**, the Real Estate is not needed for any municipal purpose and the Council of the Village of Antwerp, Ohio has leased this Real Estate in the past by letting bids for the same; and

**WHEREAS**, the Fiscal Officer for the Village of Antwerp advertised for bids for the lease of said Real Estate to be occupied and used for agricultural purposes only;

**WHEREAS**, the Council, pursuant to Ohio Revised Code § 721.03 desires to lease the Real Estate for agricultural purposes to the highest and best bidder.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, Ohio:

**Section 1.** The Real Estate be leased to the highest and best bidder for agricultural purposes only for a five (5) year period commencing on January 1, 2020, said highest and best bidder being Isaac Yenser.

**Section 2.** The Mayor of the Village of Antwerp is hereby authorized and directed to execute the Lease Agreement by and between the Village of Antwerp, Ohio, as the Landlord, and Isaac Yenser, as the Renter, which Lease Agreement is attached hereto and marked as **Exhibit B** and incorporated herein by reference.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall be in effect from and after the earliest period allowed by law.

# RECORD OF ORDINANCES

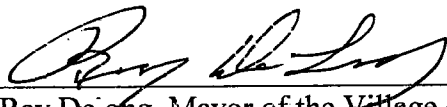
BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

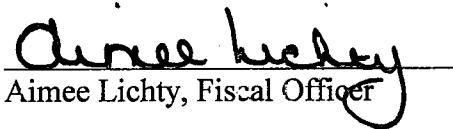
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Date Nov 18, 2019

  
Ray De Jong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

1<sup>st</sup> Reading: Sept 16, 2019

2<sup>nd</sup> Reading: Oct 21, 2019

3<sup>rd</sup> Reading: Nov 18 2019

**Exhibit A**  
**Real Estate**

The Real Estate is 22.4 acres of tillable land and part of Parcel ID 11-35S-005-00, which contains 47.159 acres and is legally described as follows:

Situated in the Township of Carryall, County of Paulding, State of Ohio, and in the northwest quarter of Section 35, Township 3 North, Range 1 East, being part of a 52.45 acre parcel conveyed in record Volume 174, Page 430, and excepting therefrom the right of way for U.S. Route 24 as shown on PAU-24-0.00 right of way plans at the Ohio Department of Transportation, at Lima, Ohio, centerline survey plat as recorded in Plat Volume 10, Page 95 in the office of the Paulding County Recorder, and being more particularly described as follows:

Commencing at an iron pin found marking the southeast corner of the northwest quarter of Section 35; thence on and along the south line of said northwest quarter, North 88 degrees 49 minutes 36 seconds West, a distance of 488.29 feet to an iron pin set on the new south limited Access right of way line for U.S. Route 24, and being the TRUE POINT OF BEGINNING; (1) thence continuing on and along the south line of said northwest quarter, North 88 degrees 49 minutes 36 seconds West, a distance of 760.73 feet to an iron pin set on the new north limited Access right of way line for U.S. Route 24, and being at 155.00 feet left of U.S. Route 24, centerline Station 940+03.77; (2) thence on and along the new north Limited Access right of way line of U.S. Route 24, North 64 degrees 29 minutes 59 seconds East, a distance of 489.39 feet to an iron pin set at 170.00 feet left of U.S. Route 24, centerline Station 945+00.00; (3) thence on and along the new north Limited Access right of way line of U.S. Route 24, North 63 degrees 45 minutes 54 seconds East, a distance of 492.54 feet to an iron pin set at 170.00 feet left of U.S. Route 24, centerline station 950+00.00; (4) thence on and along the new north Limited Access right of way line of U.S. Route 24, North 62 degrees 25 minutes 39 seconds East, a distance of 121.26 feet to an iron pin set on the east line of said 52.45 acre tract, and being at 169.53 feet left of U.S. Route 24, centerline Station 951+23.08; (5) thence on and along the east line of said 52.45 acre tract, South 01 degrees 20 minutes 50 seconds West, a distance of 382.42 feet to an iron pin set on the new south Limited Access right of way line of U.S. Route 24, and being 165.00 feet right of U.S. Route 24, centerline Station 949+37.73; (6) thence on and along the new south Limited Access right of way line of U.S. Route 24, South 61 degrees 59 minutes 15 seconds West, 250.83 feet to the TRUE POINT OF BEGINNING. Containing 5.291 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 5.291 acres. All bearings are based on the State Plane Coordinate System, Ohio North zone, NAD 1983 (95) adjustment. Iron pins set in the above description are 3/4 inch by 30 inch reinforcing rods with an aluminum cap, stamped "ODOT R/W DISTRICT 1". This description was prepared on August 30, 2004 by Kevin Canavan, Professional Surveyor Number 7448 for the Ohio Department of Transportation. Filed for record in Volume 523, Pages 1703-1709 in the Paulding County Recorder's Office on September 17, 2007.

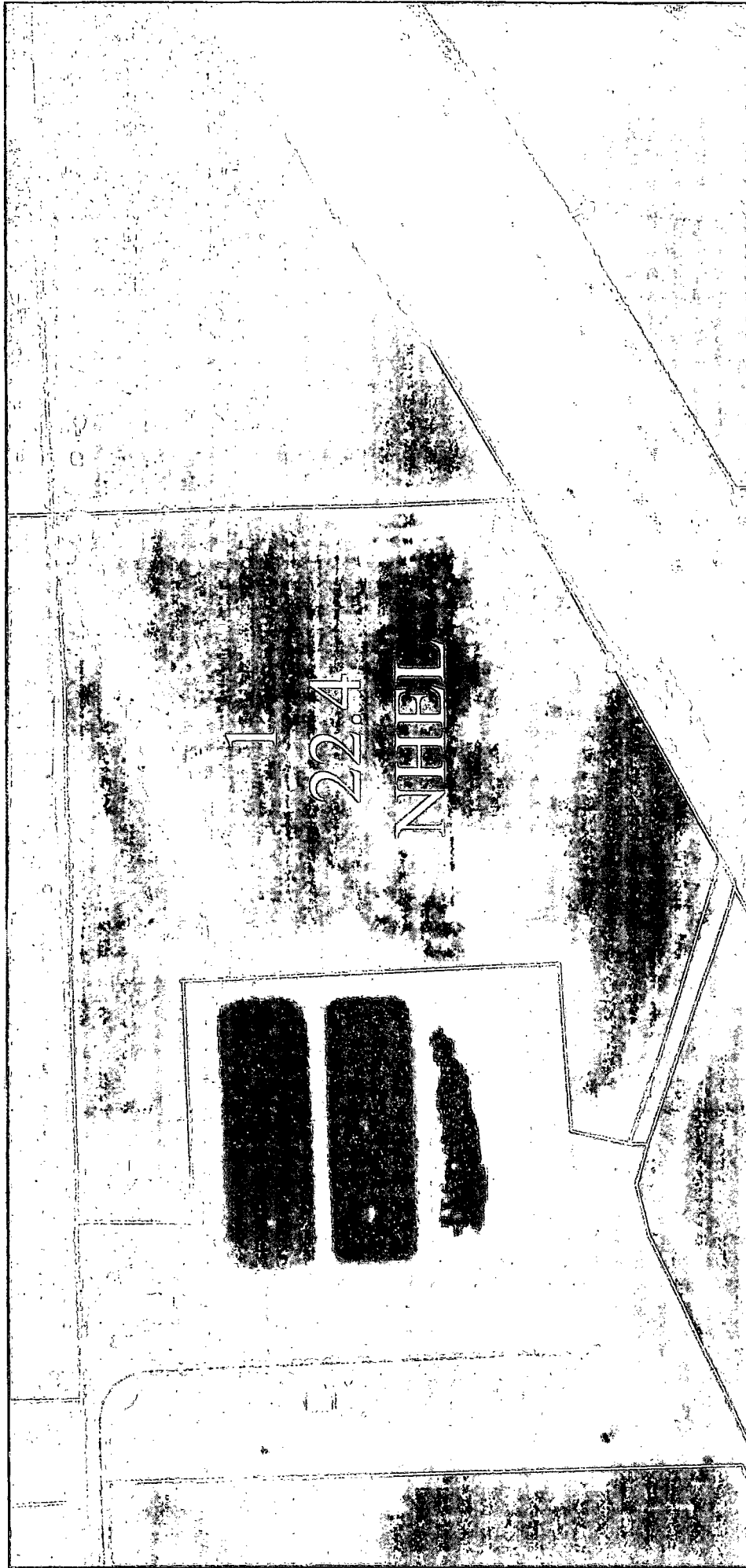
A sketch identifying the 22.4 acre parcel of the larger 47.159 acre parcel is included below.

7100/109/00973456-2MLF



Paulding County Farm Service Agency  
260A Dooley Drive  
Paulding, OH 45879  
Phone: (419) 399-3841  
Fax: (419) 399-2919

Farm: 536  
Tract: 2740  
Printed on January 13, 2010



## Legend

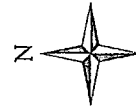
CLU Boundary

HEL Highly Erodible Determination  
NHHEL Not Highly Erodible Determination  
CRP Conservation Reserve Program

### Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and labels, or contact NRCS.



1 inch equals 268.469754 feet

# Exhibit B

## LEASE AGREEMENT

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### SECTION I

#### DATE, CONTRACTING PARTIES, DESCRIPTION OF PROPERTY AND TERM OF LEASE

1. This Lease Agreement ("Lease") is made this 18 day of November 2019, between the **VILLAGE OF ANTWERP, OHIO** (hereinafter referred to as the "Landowner"), and **ISAAC YENSER** (hereinafter referred to as the "Renter").

2. The Landowner, in consideration of the agreements with the Renter leases to the Renter, to occupy and to use for agricultural purposes only, the real estate containing 22.4 acres, located in Section 35 of Carryall Township, more particularly described in Exhibit A attached hereto and incorporated herein (the "Real Estate").

3. This Lease shall become effective on the 1<sup>st</sup> day of January, 2020, and shall continue in force for a period of five (5) crop years and shall end on the last day the crops on the Real Estate are harvested for the 2024 crop year or December 31, 2024, whichever occurs first, unless terminated earlier as provided herein.

### SECTION II

#### LAND USE AND CROPPING PROGRAM

1. Approximately 22.4 acres of the Real Estate are to be cultivated.

### SECTION III

#### AMOUNT OF RENT AND TIME OF PAYMENT

1. The Renter shall pay to the Landowner at the end of each calendar year this Lease is in effect the sum of Five Thousand Eighty-Four Dollars and Eighty Cents (\$5,084.80) annual rent for the entire Real Estate, referred to in Section I, calculated as follows:

22.4 acres of cultivated land @ \$227.00 per acre = \$5,084.80

Total annual cash rent = \$5,084.80

2. The annual cash rent shall be paid in a lump sum payment during each contract year. This lump sum payment shall be paid at the end of each calendar year this Lease is in effect. Any unpaid rent shall bear interest at the rate of eight percent (8%) per annum from the date due until paid. All rent due shall be paid in full before the Renter removes Renter's personal property from the Real Estate at the termination of this Lease.

3. Renter's failure to pay the full amount of the annual cash rent on or before the due date shall be an event of default under this Lease, as hereinafter provided.

4. All sums payable to Landowner under this Lease shall be paid to Landowner at the following address: Town Hall, 118 N. Main Street, Antwerp Ohio 45813, attention Fiscal Officer, or at such other address as Landowner shall designate in writing delivered to Renter.

5. All sums received by Landowner shall be applied first to rent due and unpaid, second to any late charges due and unpaid, and finally to any other sums due hereunder.

#### **SECTION IV** **USE OF REAL ESTATE**

1. Renter shall use the Real Estate only for the purpose of farming.

2. Renter shall not use, or permit the use of, the Real Estate for any unlawful purpose or in violation of any law, order or regulation of any governmental authority or any restrictive covenant relating to the use or occupancy of the Real Estate.

3. If any use of the Real Estate increases insurance premiums, Renter shall pay Landowner, upon demand, a sum equal to the increases in premiums.

4. Renter shall not permit any waste or misuse of the Real Estate.

5. Possession and Crops Rights. So long as Renter is not in default under this Lease, Renter shall have the right to farm the Real Estate; provided however, that Landowner shall have the right to, unilaterally and in its sole discretion, terminate this Lease upon thirty (30) days written notice to Renter. If Landowner gives Renter such written notice, Renter shall not have the right to farm or plant any crops on the Real Estate. However, if Renter has already planted crops on the Real Estate when the Landowner gives its written notice, then Renter shall be entitled to the reasonable costs of the supplies and materials purchased and actually used by Renter, including, but not limited to, any seed, fertilizer, weed control, and other supplies, minus the reasonable cost of supplies and materials that can be salvaged or otherwise used by Renter elsewhere in Renter's farming operations. Payment made pursuant to this Subsection of the Lease is a waiver by Renter of any statutory lien rights that Renter may have in the Real Estate. Renter acknowledges that it has no security interest in crops growing on the Real Estate, and that if any conflicting interest arises with the Landowner, then the Landowner's interest shall prevail as long as payment is made pursuant to this Subsection of the Lease.

#### **SECTION V** **RENTER ACCEPTS REAL ESTATE**

1. Renter has inspected the Real Estate and is satisfied with its physical condition. Except as otherwise specified in this Lease:



- (a) Renter's taking possession of the Real Estate shall be conclusive evidence of receipt thereof in good condition for the purposes of this Lease.
- (b) Renter acknowledges that neither Landowner nor any of its agents has made any representation as to the condition of the Real Estate or made any agreements or promises to repair or improve it either before or after execution of this Lease.

**SECTION VI**  
**THE LANDOWNER AGREES TO:**

- 1. Furnish the land referred to in Section I.
- 2. Pay all the taxes and the assessments against the Real Estate.
- 3. Furnish all materials for the repair, improvement, and construction of drains and fences on the Real Estate.
- 4. Provide the labor for making all major improvements and major repairs on drains and fences on the Real Estate.

**SECTION VII**  
**THE RENTER AGREES TO:**

- 1. Keep the Real Estate in good repair and condition, at Renter's sole expense.
- 2. Surrender the Real Estate at the expiration of this Lease in as good repair and condition as existed at the date of execution hereof, reasonable wear and tear excepted.
- 3. Comply with all statutes and ordinances concerning the maintenance of the Real Estate.
- 4. Follow the farming practices that are generally recommended for and that are best adapted to this type of Real Estate and for this locality unless other practices are agreed upon.
- 5. Furnish all labor, power, machinery, and moveable equipment and all operation and maintenance expenses therefor to operate the Real Estate.
- 6. Furnish all labor for the minor repair and the minor improvement of fences and drains.

7. Haul to the Real Estate, except when other arrangements are agreed to with the Landowner, any material provided by the Landowner for the minor repair or minor improvement of fences and drains; and do all the necessary hauling on the Real Estate at no expense to the Landowner.

8. Protect from leaching all manure made on the Real Estate, as far as facilities available permit, and spread all available manure on the land where it will be most beneficial to the crops produced.

9. Cut the weeds in lots, fence rows, and along roads whenever necessary to prevent re-seeding.

10. Follow generally recommended practices in plowing, planting, and cultivating to prevent excessive loss of soil and water through sheet erosion. Control gullies in their early stages.

11. Neither assign this Lease to any person or persons nor sublet any part of the Real Estate for any purpose without the written consent of the Landowner.

12. Keep livestock out of the fields when the soil is soft and protect sod crops, especially new seedings from too close grazing that might impair the following year's crop.

13. Yield peaceable possession of the Real Estate at the termination of this Lease.

### **Section VIII** **RIGHTS AND PRIVILEGES**

1. The Landowner or Landowner's designee shall have the right of entry at any mutually convenient time to inspect the property and/or the farming methods being used.

2. Landowner or its agents shall have the right to enter the Real Estate (without causing or constituting a termination of this Lease or an interference with Renter's possession) at all reasonable times for the purposes of showing the Real Estate to prospective buyers or tenants, examining its condition or use.

3. The Renter shall have the right to erect, maintain, and remove at Renter's expense, temporary fence and moveable buildings on the Real Estate, provided that the fence or buildings or their removal do not damage the Landowner's property in any way.

4. The Renter shall have the right of entry for the purpose of harvesting crops seeded before the termination of the lease in accordance with normal farm practices, or to sell Renter's interest in the crops either to the Landowner or to the succeeding renter. If the Renter, in view of the approaching termination of the lease, fails to plant crops in accordance with accepted farming practices, the Landowner or a designated agent shall have the right of entry to plant such crops.

5. If this Lease is terminated before the Renter shall have obtained the benefits from any other labor or expense Renter may have made in operating the Real Estate, according to contract or agreement with the Landowner during the current lease year, the Landowner shall reimburse the Renter for that labor or expense. The Renter shall present, in writing to the Landowner, any claim for this reimbursement at least one hundred eighty (180) days before the termination of this Lease.

## **Section IX**

### **ALTERATIONS / IMPROVEMENTS**

1. Without Landowner's prior written consent, Renter shall make no alteration of or improvement to the Real Estate. Landowner's decision to refuse such consent shall be conclusive.

2. Should Landowner elect to give such consent, Renter shall protect, indemnify and save Landowner harmless against:

- (a) any lien for labor or material furnished, or
- (b) any claim which any subcontractor, lessor of equipment, journeyman or laborer may have under law against an owner of real property for services, material or machinery, or
- (c) any liability for personal injury or damage to property associated in any way with an alteration or addition.

3. Landowner may also require Renter to furnish security, insurance, or other assurance as Landowner may reasonably require to protect Landowner against the liens, claims and liabilities described in Subsection 2, and to assure that the work will be performed in a lawful and workmanlike manner and with proper materials.

4. Upon the termination of this Lease, or when Renter abandons, quits or vacates the Real Estate, whichever shall first occur, any alteration or improvement made pursuant to this Section shall become Landowner's property and shall remain upon the Real Estate, all without compensation, allowance or credit to Renter. However, Renter may remove any trade fixtures which it has installed. Renter shall repair any damage to the Real Estate caused by Renter or its agents in removing any property therefrom.

## **Section X**

### **RISK OF LOSS**

1. Renter shall bear the risk of loss arising for damage to the Real Estate or loss of Renter's personal property (including crops) on the Real Estate.

2. If use of the Real Estate is for business, Renter shall bear the risk of loss arising from interruption of business use.

3. Renter shall bear the risk of, and Renter shall save the Landowner harmless from loss, cost or expense by reason of claims for personal injury and property damage arising out of Renter's occupancy and use of the Real Estate, whether due to the fault of Renter or others, excepting only fault of Landowner. Renter may fulfill its obligations by reason of this Subsection 3 by maintaining a public liability and property damage insurance policy naming Landowner as an additional insured, in the amount of \$100,000.00 for each person and \$300,000.00 for each occurrence of personal injury and \$50,000.00 for property damage. Renter shall furnish a certificate of any such insurance coverage to Landowner.

4. Notwithstanding any provisions to the contrary in this Lease, if the Real Estate shall be destroyed or damaged by casualty to such an extent as will make the Real Estate unusable for the purpose(s) described in Subsection 3 above, either party (excepting any party whose fault caused the casualty) has the right to terminate this Lease by giving notice of such termination to the other party within thirty (30) days after the date the casualty occurs. Termination of this Lease shall then be effective as of the date of such casualty. Rent shall be prorated to the date of termination.

5. Nothing in this Section shall bar a claim of one party against the other for injury or damage caused by the fault of the other party.

## **Section XI** **CONDEMNATION**

1. If the whole of the Real Estate, or such portion thereof as will make the Real Estate unusable for the purpose(s) described in Section I above, is condemned and sold for any public use or purpose by any legally constituted authority, this Lease shall terminate when possession is taken by such authority; and rent shall be prorated as of the date possession is so taken. Termination of this Lease under this Section shall not prejudice the rights of either Landowner or Renter to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landowner nor Renter shall have any rights in or to any award made to the other by the condemning authority.

## **Section XII** **DEFAULTS AND REMEDIES**

1. **Defaults by Renter.** A default by Renter will have occurred under this Lease IF:
  - (a) Renter fails to pay the full amount of any rent on or before the date when it is due and payable; or

- (b) Renter fails to observe or perform any other provision of this Lease for thirty (30) days after Landowner has given Renter notice of the nature of Renter's failure; or
- (c) Renter files a petition in bankruptcy or for an arrangement under any present or future federal or state bankruptcy law, or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts as they become due; or
- (d) a receiver or trustee of Renter or of the Real Estate is appointed and, in the case of a proceeding brought against Renter, is not discharged within ninety (90) days after the appointment, or Renter consents to or acquiesces in the appointment; or
- (e) Renter abandons, quits or vacates the Real Estate; or
- (f) any activity of Renter causes the cancellation of the hazard insurance coverage on the Real Estate; or
- (g) the interest of Renter under this Lease is ordered sold under execution or other legal process.

2. **Remedies of Landowner for Default by Renter.** If a default by Renter has occurred under this Lease and is continuing, Landowner has the following remedies:

- (a) The right to reenter and repossess the Real Estate, and the right to remove all persons and property from the Real Estate, all in a lawful manner.
- (b) The right to give Renter notice of Landowner's termination of this Lease as of a date specified in the notice, the date to be not earlier than the date of the notice.
- (c) The right to relet the Real Estate, or any part of it, for the account of Renter, for such term or terms and on such conditions as Landowner, in its sole discretion, determines. Landowner shall not be responsible or liable to collect any rent payable upon any reletting.
- (d) The right to advance money or make any expenditure to cure any default of Renter other than default in payment of rent.
- (e) The right to collect from Renter by any lawful means:
  - i. any rent due and unpaid,

- ii. any deficiency which results from default of Renter and the failure of any subletting to give Landowner the rent provided by this Lease,
- iii. any money advanced or expenditure made by Landowner pursuant to Subsection (d), and
- iv. any other amount which Renter owes Landowner under this Lease.

**3. Effect of Exercise of Remedies by Landowner.**

- (a) Upon exercise by Landowner of its right to reenter and repossess, or to remove persons and property from, the Real Estate or upon termination of this Lease pursuant to Subsection (b), Renter and each person claiming by or through Renter shall forthwith quit the Real Estate and surrender it to Landowner, and Landowner shall be entitled to all remedies at law or in equity to effect this right. Upon reentry, Landowner shall again have possession of the Real Estate as though this Lease had not been made.
- (b) Upon the date specified in Landowner's notice of intention to terminate this Lease, this Lease shall terminate, and Renter and any person claiming by or through Renter shall become a Renter at sufferance.
- (c) Within seven (7) days of Renter's vacation of the Real Estate, Renter shall remove therefrom all of its personal property. If Renter fails to so remove, said property shall be deemed as abandoned by Renter and shall become the property of Landowner.

**4. Defaults by Landowner.** A default by Landowner will have occurred under this Lease if Landowner fails to observe or perform any obligation imposed upon Landowner by this Lease for thirty (30) days after Renter has given Landowner notice of the nature of Landowner's failure.

**5. Remedies of Renter for Default by Landowner.** If a default by Landowner has occurred under this Lease and is continuing, Renter has the following remedies:

- (a) The right to bring an action against Landowner to recover such damages as Renter may have incurred as a result of Landowner's default.
- (b) The right to claim an eviction as provided by law.

**6. Provisions Applicable to Defaults and Remedies.**

- (a) Failure or omission of either party to exercise any remedy shall not constitute a waiver, or bar or abridge exercise of a remedy upon any subsequent default.

- (b) Receipt of rent by Landowner with knowledge of default by Renter shall not constitute a waiver as to such default or as to a remedy available in respect of such default.
- (c) No right or remedy of either party shall be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given by this Lease or now or hereafter existing at a law or in equity. Termination of this Lease by Landowner shall not prohibit Landowner from recovering any monies due or to become due pursuant to Subsection 2.
- (d) In addition to any remedies given Landowner by any previous provision of this Lease, Landowner shall be entitled, to the extent permitted by law, to injunctive relief in case of any violation, or attempted or threatened violation, of any of the covenants, agreements or provisions of this Lease.
- (e) Each party is entitled to recover its reasonable attorney fees, costs and expenses incurred by reason of exercising its remedies under this Lease.
- (f) If Landowner, without its fault, is made a party to any litigation commenced against Renter or because of Renter's activities, and if Renter, at its expense, fails to provide Landowner with legal counsel satisfactory to Landowner, Renter shall pay all costs and reasonable attorney fees incurred or paid by Landowner in connection with such litigation.
- (g) Each party shall be entitled to enforce any of its rights or exercise any of its remedies without relief from valuation and appraisal laws.
- (h) Notice by one party of the nature of the other party's failure to observe or perform an obligation shall specify the details of such failure to a reasonable degree so that the party who has the obligation may reasonably understand its failure. If a default cannot, with diligence, be cured within the time provided by this Lease, the party whose obligation it is to cure may give the other party notice of that fact and of appropriate details and if the party is proceeding with diligence and in good faith to cure the default, the time within which the failure may be cured shall be extended for such period as may be needed to complete the curing in diligence and good faith.

### **Section XIII**

#### **SUBORDINATION OF LEASE TO EXISTING AND FUTURE MORTGAGES**

1. This Lease is subject and subordinate at all times to the lien of existing and future mortgages upon the Real Estate, together with any renewals or extensions thereof, as may have been, or may hereafter be, granted by Landowner. Although no instrument or act on the part of

Renter shall be necessary to effectuate such subordination, Renter shall, nonetheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgage, as may be desired or requested by a mortgagee of Landowner. Renter hereby irrevocably appoints Landowner as its attorney-in-fact, for the limited purpose of executing and delivering any such subordination instrument for and on behalf of Renter.

#### **SECTION XIV** **ENFORCEMENT OF AGREEMENTS**

1. Failure of either the Landowner or the Renter to comply with the agreements set forth in this Lease shall make that party liable for damages to the other party. Any claim by either party for damages shall be presented, in writing to the other party, at least one hundred eighty (180) days before the termination of this Lease.

2. If Renter shall die during the term of the lease, the provisions of this Lease shall be binding on the heirs, executors, administrators, and assigns of the Renter.

3. Renter shall not assign, mortgage or encumber this Lease, nor sublet or permit the Real Estate or any part thereof to be used by others, without the prior written consent of Landowner. If this Lease is assigned, or if the Real Estate or any part thereof is sublet, or occupied by a party other than Renter, Landowner may, after default by Renter, collect rent from the assignee, subtenant or occupant as the case may be, and apply the amounts so collected to the rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed to be a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a Renter, or a release of Renter from its further performance of the covenants contained in this Lease. A consent by Landowner to an assignment or subletting shall not be construed to relieve Renter from again obtaining Landowner's written consent to any subsequent assignment or subletting.

4. If legal action is initiated by either party for the purpose of enforcing or interpreting this Lease, the prevailing party shall be entitled to its attorney's fees and costs in enforcing this Lease.

5. The validity and interpretation of any of the terms or provisions of this Lease or of the rights or duties of any of the parties hereunder shall be governed by the laws of the State of Ohio.

6. Headings are for convenient reference only and do not affect the expressed terms, covenants, agreements and provisions of this Lease.

7. Any change in, or modification or discharge of, this Lease shall be in writing signed by all persons who at the time are parties to this Lease.

8. The invalidation of any clause or provision of this Lease shall have no effect on the remaining provisions of this Lease, and as such, the remaining Lease shall remain in full force and effect, and be interpreted as consistently as possible.



9. It is understood and agreed by the parties hereto that the signatories to the Lease have been duly authorized to execute this Lease on behalf of the respective parties, and that the parties hereby waive any challenge or defense to the validity of this Lease based on lack of capacity, or irregularity in the procedures surrounding the execution of this Lease.

10. Any notice required to be given hereunder, shall be given as follows:

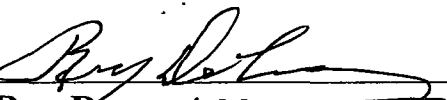
The Village of Antwerp  
Attn: Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813  
Telephone: (419) 258-2371  
Fax: (419) 258-1337

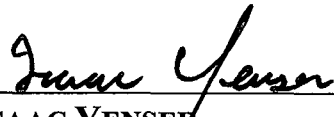
Isaac Yenser  
1337 SR 111  
Antwerp OH 45813  
419-506-0484

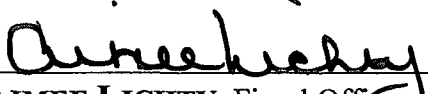
**"LANDOWNER"**

**"RENTER"**

**VILLAGE OF ANTWERP, OHIO**

BY:   
RAY DELONG, Mayor

  
ISAAC YENSER

BY:   
AIMEE LICHTY, Fiscal Officer

STATE OF OHIO )  
 ) SS:  
COUNTY OF PAULDING )

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **RAY DELONG**, the Mayor of the Village of Antwerp, Ohio, and acknowledged the execution of the above and foregoing to be his voluntary act and deed this 18 day of November 2019.

My Commission Expires:

Resident Of:

Commission Number:

Aimee Lichty  
Signature of Notary Public

Aimee Lichty  
Printed Name of Notary Public



Aimee C. Lichty  
Notary Public, State of Ohio  
Commission Expires 3.9.20

STATE OF OHIO )  
 ) SS:  
COUNTY OF PAULDING )

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **AIMEE LICHTY**, the Fiscal Officer of the Village of Antwerp, Ohio, and acknowledged the execution of the above and foregoing to be her voluntary act and deed this 19 day of November, 2019.

My Commission Expires:

**Sara A. Keeran**  
Resident Of:  
Notary Public, State of Ohio

My Commission Expires June 27, 2021

Commission Number:

Sara A. Keeran  
Signature of Notary Public

Sara A. Keeran  
Printed Name of Notary Public

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PAULDING        )

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **ISAAC YENSER** and acknowledged the execution of the above and foregoing to be his voluntary act and deed this 19 day of November, 2019.

My Commission Expires: \_\_\_\_\_

Aimee Lichty  
Signature of Notary Public

Resident Of: \_\_\_\_\_

Aimee Lichty  
Printed Name of Notary Public  
Aimee C. Lichty

Commission Number: \_\_\_\_\_



Notary Public, State of Ohio  
Commission Expires 3-9-20

This instrument was prepared by **MELANIE L. FARR**, (I.D. #0070653), Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802; Telephone: (260) 426-0444; Fax: (260) 422-0274.

Mail document to:  
Sara Keeran, Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813

Auditor's and Recorder's Stamps

## **Exhibit A**

### **Real Estate**

The Real Estate is 22.4 acres of tillable land and part of Parcel ID 11-35S-005-00, which contains 47.159 acres and is legally described as follows:

Situated in the Township of Carryall, County of Paulding, State of Ohio, and in the northwest quarter of Section 35, Township 3 North, Range 1 East, being part of a 52.45 acre parcel conveyed in record Volume 174, Page 430, and excepting therefrom the right of way for U.S. Route 24 as shown on PAU-24-0.00 right of way plans at the Ohio Department of Transportation, at Lima, Ohio, centerline survey plat as recorded in Plat Volume 10, Page 95 in the office of the Paulding County Recorder, and being more particularly described as follows:

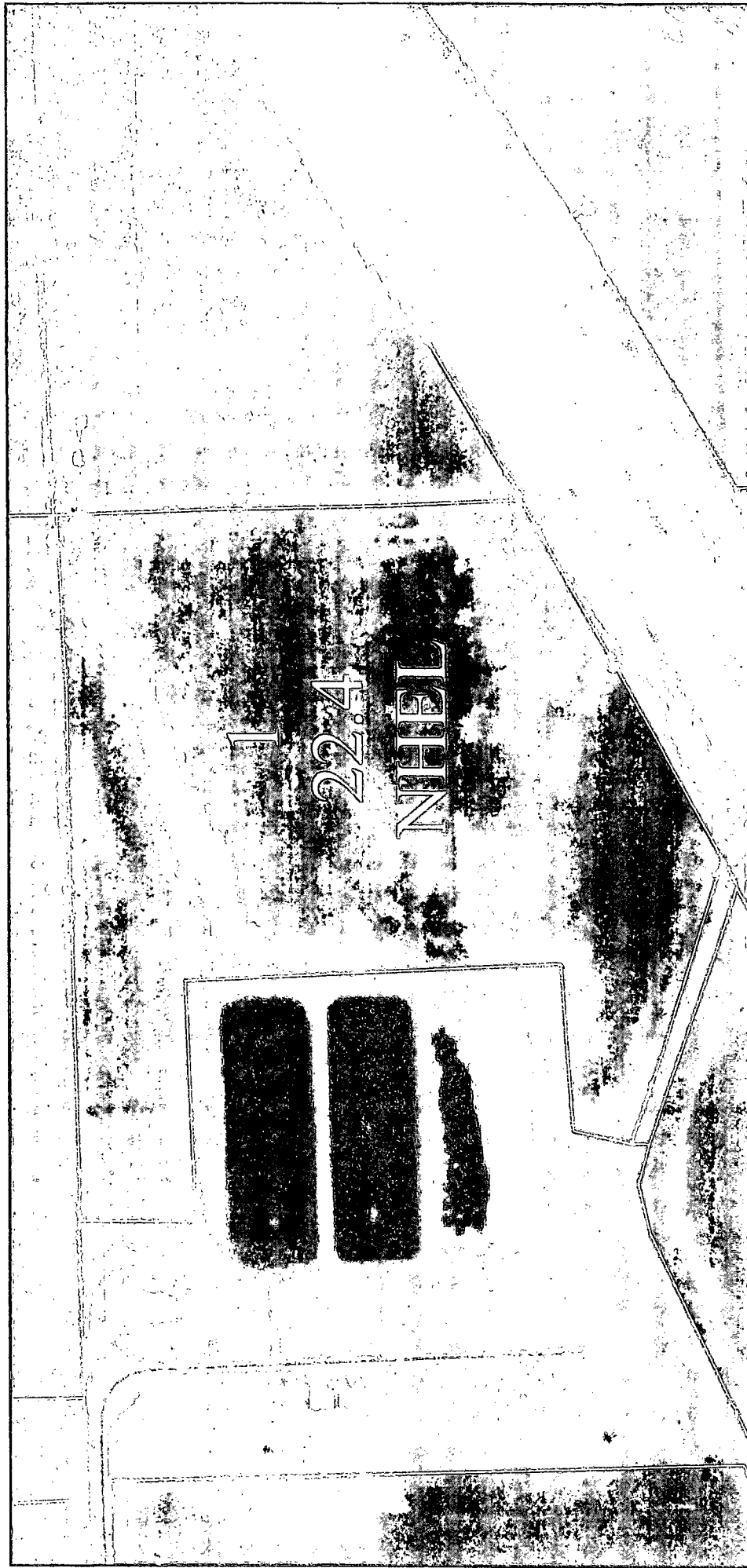
Commencing at an iron pin found marking the southeast corner of the northwest quarter of Section 35; thence on and along the south line of said northwest quarter, North 88 degrees 49 minutes 36 seconds West, a distance of 488.29 feet to an iron pin set on the new south limited Access right of way line for U.S. Route 24, and being the TRUE POINT OF BEGINNING; (1) thence continuing on and along the south line of said northwest quarter, North 88 degrees 49 minutes 36 seconds West, a distance of 760.73 feet to an iron pin set on the new north limited Access right of way line for U.S. Route 24, and being at 155.00 feet left of U.S. Route 24, centerline Station 940+03.77; (2) thence on and along the new north Limited Access right of way line of U.S. Route 24, North 64 degrees 29 minutes 59 seconds East, a distance of 489.39 feet to an iron pin set at 170.00 feet left of U.S. Route 24, centerline Station 945+00.00; (3) thence on and along the new north Limited Access right of way line of U.S. Route 24, North 63 degrees 45 minutes 54 seconds East, a distance of 492.54 feet to an iron pin set at 170.00 feet left of U.S. Route 24, centerline station 950+00.00; (4) thence on and along the new north Limited Access right of way line of U.S. Route 24, North 62 degrees 25 minutes 39 seconds East, a distance of 121.26 feet to an iron pin set on the east line of said 52.45 acre tract, and being at 169.53 feet left of U.S. Route 24, centerline Station 951+23.08; (5) thence on and along the east line of said 52.45 acre tract, South 01 degrees 20 minutes 50 seconds West, a distance of 382.42 feet to an iron pin set on the new south Limited Access right of way line of U.S. Route 24, and being 165.00 feet right of U.S. Route 24, centerline Station 949+37.73; (6) thence on and along the new south Limited Access right of way line of U.S. Route 24, South 61 degrees 59 minutes 15 seconds West, 250.83 feet to the TRUE POINT OF BEGINNING. Containing 5.291 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 5.291 acres. All bearings are based on the State Plane Coordinate System, Ohio North zone, NAD 1983 (95) adjustment. Iron pins set in the above description are  $\frac{3}{4}$  inch by 30 inch reinforcing rods with an aluminum cap, stamped "ODOT R/W DISTRICT 1". This description was prepared on August 30, 2004 by Kevin Canavan, Professional Surveyor Number 7448 for the Ohio Department of Transportation. Filed for record in Volume 523, Pages 1703-1709 in the Paulding County Recorder's Office on September 17, 2007.

A sketch identifying the 22.4 acre parcel of the larger 47.159 acre parcel is included below.



Paulding County Farm Service Agency  
260A Dooley Drive  
Paulding, OH 45879  
Phone: (419) 399-3841  
Fax: (419) 399-2919

Farm: 536  
Tract: 2740  
Printed on January 13, 2010



## Legend

- CLU Boundary
  - HEL Highly Erodible Determination
  - NHIEL Not Highly Erodible Determination
  - CRP Conservation Reserve Program
  - Wetland Determination Identifiers
    - Restricted Use
    - ▽ Limited Restrictions
    - Exempt from Conservation Compliance Provisions
- Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and labels, or contact NRCS.



1 inch equals 268.469754 feet

ORDINANCE NO. 2019-16  
RECORD OF ORDINANCES

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO LET  
BIDS FOR THE COLLECTION AND REMOVAL OF RESIDENTIAL GARBAGE,

Form 6220S

RUBBISH, REFUSE AND BULKY WASTE FROM THE VILLAGE OF  
ANTWERP, PAULDING COUNTY, OHIO

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

**WHEREAS**, the Council of the Village of Antwerp, Paulding County, Ohio, has deemed it necessary for the public health and welfare to let bids for the collection and removal of residential garbage, rubbish, refuse and bulky waste from the Village of Antwerp; and

**WHEREAS**, the Council of the Village of Antwerp deems it acceptable for commercial users/consumers to independently contract for the aforesaid services so that the letting of bids will apply only to the collection of residential solid waste.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** That the Village Administrator, be and hereby is authorized and directed to let bids for the collection and removal of residential garbage, rubbish, refuse, and bulky waste from the Village of Antwerp, Ohio. The principal items of the required services include the regular weekly collection of waste generated by residential customers located within the Village of Antwerp, Ohio, and bulky waste collection from residential customers on a monthly basis.


**Section 2.** That the Fiscal Officer for the Village of Antwerp is hereby instructed and directed to cause a legal notice to bidders to be published for two (2) consecutive weeks in a newspaper of general circulation within the Village of Antwerp, Ohio. The Village of Antwerp reserves the right to reject any and all bids.

**Section 3.** That the letting of bids by the Village of Antwerp in this respect will not apply to the collection of commercial solid waste. Commercial users/consumers shall include schools, factories, wholesale, retail and service oriented operations, mobile home parks, and multiple family dwellings with three or more residential units in the same structure.

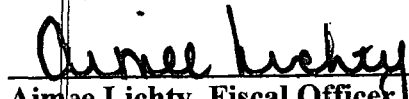
**Section 4.** It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning and relating to the passage of this Ordinance were adopted in open meetings of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 5.** This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 18 day of November, 2019

  
Ray Delong, Mayor of the Village of  
Antwerp

ATTEST:

  
Aimée Lichty, Fiscal Officer

First Reading: Sept 16, 2019

Second Reading: Oct 21, 2019

Third Reading: Nov. 18, 2019

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-21

### AN ORDINANCE TO ESTABLISH THE TIME AND PLACE OF REGULAR MEETINGS OF THE COUNCIL FOR THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, FOR CALENDAR YEAR 2020, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp, Paulding County, Ohio, is desirous of holding regular monthly council meetings in calendar year 2020; and

**WHEREAS**, in accordance with Ohio Revised Code Section 731.46, the Village Council hereby establishes the time and place of regular meetings of the Council for calendar year 2020 as provided herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** Regular meetings of the Council shall be held at the Council Chambers located at 118 North Main Street in the Village of Antwerp, Ohio.

**Section 2.** Regular meetings of the Council shall be held on the third (3<sup>rd</sup>) Monday of each month at 5:30 p.m., except for those third (3<sup>rd</sup>) Mondays that are deemed a holiday under the personnel manual of the Village of Antwerp, then the regular council meeting shall be the third (3<sup>rd</sup>) Wednesday of that month at 8:00 a.m., which includes the regular meeting of the Council for January 2020 and February 2020. The regular meeting of the Council for January 2020 will be held on January 15, 2020, at 8:00 a.m., and the regular meeting of the Council for February 2020 will be held on February 19, 2020, at 8:00 a.m.

**Section 3.** This Ordinance shall be in effect for regular meetings of the Council starting in January 2020, and be subject to amendment at the request of the Mayor of the Village of Antwerp or at the request of a member of the Council. Notice of any change in the time and/or place of a regular meeting of the Council shall be provided in accordance with Ordinance No. 2012-18.


**Section 4.** It is found and determined that all formal action of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that the time and place of regular Council meetings be established. This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 18 day of November, 2019.

Attest:

  
Aimee Lichty, Fiscal Officer

  
Ray DeLong, Mayor  
Village of Antwerp

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2019-18

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND ALL NECESSARY DOCUMENTS FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF ANTWERP LOCATED AT 106 ½ ARCHER DRIVE, ANTWERP, OHIO, TO THE HIGHEST AND BEST BIDDER, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Ohio, owns real estate consisting of one parcel, Auditor's Parcel I.D. No. 12-03S-002-00, located at 106 ½ Archer Drive, Antwerp, Ohio 45813, comprised of Village owned property, said real estate more particularly described in the Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

WHEREAS, the Real Estate is not needed for any municipal purpose and the Council of the Village of Antwerp, Ohio, by the passage of Ordinance No. 2019-14, authorized the advertisement for bids for the sale of the Real Estate in the manner authorized by law; and

WHEREAS, the bids for the sale of the Real Estate have been tabulated and the highest bidders, after advertisement once a week for five (5) consecutive weeks in a newspaper of general circulation within the Village of Antwerp, Ohio, are Timothy Yenser and Cynthia Yenser, husband and wife.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. It is hereby found that the Real Estate identified above and more fully described in Exhibit A, attached hereto and incorporated herein by reference, currently owned by the Village of Antwerp, is not needed for any municipal purpose and that it is in the best interest of the Village that said property be sold to the highest bidders, Timothy Yenser and Cynthia Yenser, husband and wife.

Section 2. The Mayor is authorized to enter into a contract for the sale of the Real Estate and to execute a Quit-Claim Deed to convey the Real Estate. A copy of the proposed Real Estate Purchase Agreement is attached hereto and marked as Exhibit B, and a copy of the proposed Quit-Claim Deed is attached hereto and marked as Exhibit C.

Section 3. The Village shall receive \$42,151.10 for the sale of the Real Estate.

Section 4. It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure, necessary to award the bid to the highest bidder for the sale of the Real Estate, and shall take effect immediately




RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_


Passed \_\_\_\_\_

upon its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 21<sup>st</sup> day of October, 2019.

  
Ray Delong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

Being a parcel of land located in the Village of Antwerp and being in Section 27, Carryall Township Town 3 North, Range 1 East, Paulding County, Ohio, being part of Outlot #17, Block "B", being more particularly described as follows:

Commencing at an Iron Pin Found marking the Southwest Comer of a tract as described in Vol. 447, Page 807 as owned by Travis O. Overmyer, in the Village of Antwerp:

Thence North 00°04'32"East (basis of bearings) along the west line of said tract, a distance of one hundred thirty-three and fifty-one hundredths feet (133.51') to an Iron Pin Set, marking the TRUE POINT OF BEGINNING; Thence North 00°04'32"East a distance of one hundred thirty-two and twenty-three hundredths feet (132.23') to an Iron Pin Set. Thence North 86°36'10"East along the south line of tracts as described in Vol.263, Page 22 and Vol.179, Page 418, a distance of one hundred ten and eighty-three hundredths feet (110.83') to an Iron Pin Set; Thence South 00°33'11"East along the west line of a tract as described Vol.280, Page 409, a distance of one hundred thirty-two and fifteen hundredths feet (132.15') to an Iron Pin Set; Thence South 86°36'10"West along the north line of a tracts as described in Vol. 410, Page 948 and Vol. 447, Page 807, as distance of one hundred twelve and twenty-eight hundredths feet (112.28') to the TRUE POINT OF BEGINNING, containing 0.338 acres of land more or less.

0.338 acres - Outlot #17, Block B

Auditor's Parcel I.D. No. 12-03S-002-00

Prior Instrument Reference: Volume 535, Pages 0948-0949

<b>EXHIBIT A</b>
------------------

## **REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made between the Village of Antwerp, Ohio ("Seller"), located at 118 N. Main Street, Antwerp, Ohio, 45813, and Timothy Yenser and Cynthia Yenser, husband and wife (collectively, "Buyer"), whose address is P.O. Box 132, Antwerp, Ohio 45813. Seller and Buyer collectively referred to herein as the "Parties".

WHEREAS, Seller is the titleholder in fee simple of real property located at 106 ½ Archer Drive, Antwerp, Ohio, 45813 (more legally described in **Exhibit A** attached hereto and incorporated herein by reference), referred to herein as the "Real Estate"; and

WHEREAS, Seller is a municipality and the Real Estate is not needed for any municipal purpose; and

WHEREAS, the Antwerp Village Council authorized the sale of the Real Estate by passage of Ordinance No. 2019-14; and

WHEREAS, Seller has complied with the provisions of Ohio Revised Code Chapter 721 to advertise the time, place and manner of sale of the Real Estate; and

WHEREAS, Buyer was the highest bidder and agrees to buy the Real Estate.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Intentions.** Seller agrees to sell and Buyer agrees to buy the Real Estate.
2. **Purchase Price.** The terms upon which this offer is made are as follows:

Purchase price:	\$ 42,151.10
Earnest money paid:	\$ 4,215.11
Balance to be paid at closing:	\$ 37,935.99

3. **Financing.** If the Buyer plans to pay the balance due at closing by obtaining a mortgage or other type of loan, the Buyer shall make a written application for same within three (3) days after acceptance of the bid and shall obtain a commitment for the loan on or before Closing. Any and all costs associated with Buyer obtaining financing are the responsibility of the Buyer. If, despite Buyer's good faith efforts, the loan commitment has not been timely obtained, then Seller has the option to extend the Closing or terminate this Agreement. If Seller decides to terminate the Agreement, any earnest monies or additional deposits shall be forfeited to the Seller as liquidated damages, given that the Seller will incur additional expense to re-advertise and re-bid the Real Estate for sale.

4. **Closing and Possession.** All funds and documents necessary for the completion of this transaction shall be finalized within 30 days of Seller's acceptance of Buyer's bid, and Seller

<b>EXHIBIT B</b>
------------------

shall deliver possession of the Real Estate on the day title is transferred ("Closing"). Closing shall occur on or before November 21, 2019.

5. Recording / Conveyance Fees. Buyer agrees to record title within 10 days of the Closing with the Paulding County Recorder at their expense, and to pay any associated conveyance fees to the Paulding County Auditor.

6. Buyer Accepts Real Estate "AS IS." BUYER HAS EXAMINED THE REAL ESTATE AND AGREES IT IS BEING PURCHASED IN "AS IS" CONDITION INCLUDING ANY DEFECTS DISCLOSED BY SELLER. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES OR STATEMENTS ABOUT THE REAL ESTATE, INCLUDING WITHOUT LIMITATION CONCERNING THE CONDITION OR VALUE OF THE REAL ESTATE, THE USE THAT CAN BE MADE OF THE REAL ESTATE OR THE ZONING ORDINANCES APPLICABLE TO IT. Buyer acknowledges that the Real Estate was open for inspection and that the Buyer had an unimpeded opportunity to inspect the Real Estate. Buyer did in fact inspect the Real Estate.

7. Title and Ownership. At Closing, Seller shall deliver to Buyer a quitclaim deed conveying title to the Real Estate (a copy of the Quitclaim Deed is attached hereto and marked as **Exhibit B** and is accepted by Buyer as to form). There will be no title insurance or survey obtained for the Real Estate; however, if Buyer decides to obtain title insurance and/or a survey, it will be the Buyer's responsibility to pay for such title insurance and/or survey.

8. Taxes and Assessments. All assessments, real estate taxes, if the Real Estate is subject to taxation, and any utility service charges against the Real Estate shall be prorated to the date of Closing with the Seller paying those assessments, real estate taxes, and utility charges due and payable up to and including the date of Closing and Buyer assuming and being responsible to pay those assessments, real estate taxes, and utility charges due and payable thereafter.

9. Notices. All notices under this Agreement must be in writing. The notices must be delivered personally or by certified mail, return receipt requested, to the other party at the address stated in this Agreement. Any notice to Seller must be given to the attention of the Village Administrator.

10. Offer and Acceptance. The Buyer's offer to purchase the Real Estate was made by sealed bid. Acceptance of Buyer's bid is subject to Seller's review. At the time both Parties executed this Agreement, it shall be a legally binding contract and shall be considered the entire agreement between the Parties. Any changes or modifications must be in writing signed by both Parties.

11. Remedies. If a party breaches any or all of its obligations under this Agreement, the non-defaulting party may terminate this Agreement, and/or seek any and all legal and equitable remedies available (including but not limited to specific performance), and for all reasonable

<b>EXHIBIT B</b>
------------------

attorney's fees, cost and expenses incurred in connection with remedying the default by the defaulting party.

12. Assignability. This Agreement shall not be assignable by Buyer without Seller's written consent.

13. Legal Representation. Buyer acknowledges that Buyer has the right to hire an attorney to represent Buyer's interest in this transaction, and that Seller is represented by the Village of Antwerp Solicitor, who prepared this Agreement.

14. Headings. The headings of the paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

15. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the Parties, their respective heirs, administrators, executors, successors, and assigns.

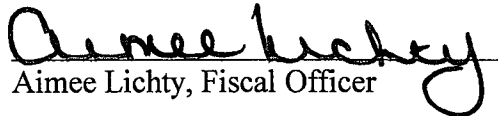
16. Governing Law. This Agreement shall be governed by and interpreted under and construed in accordance with the laws of the State of Ohio.

17. Multiple Copies. This Agreement shall be executed in duplicate, each of which shall be an original of this Agreement, but all of which taken together shall constitute one and the same.

**SELLER**

By: \_\_\_\_\_  
Ray Delong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PAULDING        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Ray Delong, Mayor of the Village of Antwerp, and acknowledged execution of the above and foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Resident of: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

Commission No.: \_\_\_\_\_

**EXHIBIT B**

**BUYER**

By: \_\_\_\_\_  
Timothy Yenser

By: \_\_\_\_\_  
Cynthia Yenser

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PAULDING        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Timothy Yenser and Cynthia Yenser, husband and wife, and acknowledged execution of the above and foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_

Resident of: \_\_\_\_\_

Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**EXHIBIT B**

## QUIT-CLAIM DEED

**VILLAGE OF ANTWERP, OHIO**, an Ohio municipal corporation, for valuable consideration paid, grants to **TIMOTHY YENSER and CYNTHIA YENSER**, husband and wife, whose tax-mailing address is P.O. Box 132, Antwerp, Ohio 45813, the following **REAL PROPERTY**: Situated in the County of Paulding in the State of Ohio as follows:

Being a parcel of land located in the Village of Antwerp and being in Section 27, Carryall Township Town 3 North, Range 1 East, Paulding County, Ohio, being part of Outlot #17, Block "B", being more particularly described as follows:

Commencing at an Iron Pin Found marking the Southwest Comer of a tract as described in Vol. 447, Page 807 as owned by Travis O. Overmyer, in the Village of Antwerp:

Thence North 00°04'32"East (basis of bearings) along the west line of said tract, a distance of one hundred thirty-three and fifty-one hundredths feet (133.51') to an Iron Pin Set, marking the TRUE POINT OF BEGINNING; Thence North 00°04'32"East a distance of one hundred thirty-two and twenty-three hundredths feet (132.23') to an Iron Pin Set. Thence North 86°36'10"East along the south line of tracts as described in Vol.263, Page 22 and Vol.179, Page 418, a distance of one hundred ten and eighty-three hundredths feet (110.83') to an Iron Pin Set; Thence South 00°33'11"East along the west line of a tract as described Vol.280, Page 409, a distance of one hundred thirty-two and fifteen hundredths feet (132.15') to an Iron Pin Set; Thence South 86°36'10"West along the north line of a tracts as described in Vol. 410, Page 948 and Vol. 447, Page 807, as distance of one hundred twelve and twenty-eight hundredths feet (112.28') to the TRUE POINT OF BEGINNING, containing 0.338 acres of land more or less.

Auditor's Parcel I.D. No. 12-03S-002-00, commonly known as 106 ½ Archer Drive, Antwerp, Ohio.

**SUBJECT** to all conditions, easements, restrictions, and limitations of record, as well as all applicable zoning ordinances.

Prior Instruments Reference: Vol. 535, Pages 0948-0949, of the Deed Records of Paulding County, Ohio.

Witness our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ray Delong, Mayor of the Village of Antwerp, Ohio

<b>EXHIBIT C</b>
------------------

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PAULDING        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Ray Delong, Mayor of the Village of Antwerp, Ohio, and acknowledged execution of the above and foregoing this \_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Resident of: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

Commission No.: \_\_\_\_\_

This instrument was prepared by **MELANIE L. FARR** (ID #0070653), Attorney at Law, 444 East Main Street, Fort Wayne, Indiana 46802; Telephone: (260) 426-0444; Fax: (260) 422-0274.

\_\_\_\_\_  
Auditor=s and Recorder=s Stamps

**EXHIBIT C**



# LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 21<sup>st</sup> day of October, 2019, by and between the Village of Antwerp, County of Paulding, State of Ohio ("Landlord"), MetaLINK Technologies, Inc., an Ohio corporation, of the City of Defiance, County of Defiance, State of Ohio and QualStar Communications, Inc., an Ohio corporation, of the City of Defiance, County of Defiance, State of Ohio (collectively "Tenant") (Landlord and Tenant collectively referred to as the "Parties" and each as a "Party").

**WHEREAS**, Tenant seeks to install the Communications Facility (as defined below) on Landlord's Premises (as defined below):

**NOW, THEREFORE**, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, space ("Premises") on the roof or top of a building, tower, or other structure, specifically, on the railing of the Water Tower ("Structure") owned by Landlord located at 302 East Washington Street in Antwerp, Ohio, more particularly described on Exhibit A (legal description) ("Property"). Further, Landlord leases to Tenant, and Tenant leases from Landlord land on which to construct and maintain a communications building ("Shelter") as depicted on Attachment A at the 302 East Washington Street address. Landlord also grants to Tenant the Access Easement and Utility Easement described in Section 5 of the Lease.

## 2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing the following equipment: any and all antennas, dishes and/or grids as Tenant may deem appropriate; transmission lines and mounting and grounding hardware; and a cabinet or vault to house portions of Tenant's communication equipment consisting of base stations, wireless communication equipment, switches, power supplies, and accessories. For the purposes of the Lease, the Shelter and all of Tenant's above-described equipment antennas, dishes, lines, switches, power supplies, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility."

The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines between Tenant's equipment and Tenant's antennas, dishes and grids. Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable.

### 3. TERM

The primary term ("Primary Term") of this Lease will be for ten (10) years commencing on the date of this Lease, unless sooner terminated as provided herein. The term of this Lease shall automatically renew for additional periods of five (5) years each (each an "Extended Term"), unless terminated by Landlord giving Tenant at least twelve (12) months prior written notice of Landlord's intent to terminate this Lease upon the expiration of the Primary Term or current Extended Term.

It is understood that Tenant's use and occupancy of the Premises at the Structure is incidental to the primary function of the Structure as a facility constructed and maintained for service in the conduct of Landlord's general governmental and utility operations. Landlord may terminate this lease with respect to the Structure in the event the Structure is no longer maintained as an operating facility for utility or other governmental purposes. In such event, Landlord shall give Tenant as much advance notice of the decommissioning of the Structure as circumstances permit and shall entertain good faith negotiations regarding relocation of any affected Communications Facility to alternate municipally-owned structures on terms that are not inconsistent with the rental and other provisions of this Lease. This Lease shall not, however, be interpreted to require Landlord to operate, maintain, construct or reconstruct any structure that is not, in Landlord's sole and exclusive judgment, necessary to the conduct of Landlord's governmental or utility operations. If the Communications Facility cannot be relocated to a new structure, the Parties will negotiate in good faith an appropriate reduction to Tenant's rent. Tenant may terminate this Lease at any time and for any reason upon thirty (30) days prior written notice to Landlord. Landlord grants Tenant sixty (60) days after termination of this Lease to remove the Communications Facility from the Property.

### 4. RENT

In consideration for the lease of the Premises, Tenant shall continue to provide Landlord with internet access suitable to efficient conduct of Landlord's governmental and utility operations without charge, as specified in Tenant's highest advertised speed plan. Existing service to Landlord's Town Hall at 118 North Main Street and the EMS Building at 204 West Daggett Street shall be upgraded to fiber optic. Tenant agrees to continue to provide internet access in accordance with the terms and conditions of this Lease at the following locations:

Village Administrator's Office & Utility Billing Clerk  
Antwerp Depot  
503 W. River Street  
Antwerp, OH 45813

Antwerp Village Fiscal Officer, Antwerp Police Dept & Antwerp Mayor's Clerk  
118 N. Main Street  
Antwerp, OH 45813  
(Tenant agrees to provide fiber optic at this location.)

Antwerp Fire Department  
203 Cleveland Street  
Antwerp, OH 45813

Antwerp EMS & Antwerp EMS Billing Clerk  
204 W. Daggett Street  
Antwerp, OH 45813  
(Tenant agrees to provide fiber optic at this location.)

Antwerp Waste Water Plant  
13744 Rd 43  
Antwerp, OH 45813

Riverside Veterans Memorial Park  
301 E. River  
Antwerp, OH 45813

Over the term of this Lease and any extensions thereof, Tenant agrees to provide Landlord sufficient access and internet use speeds sufficient to enable Landlord to access and use the internet in a manner that is appropriate to the conduct of municipal operations as judged by customary standards of the industry as they evolve over time. All services shall be provided in accordance with Tenant's customary terms and conditions of service and Landlord shall execute Tenant's standard service agreement even though services are to be provided without charge.

In further consideration, Tenant agrees to allow Landlord to connect the telemetry system at the Structure (water tower located at 302 East Washington Street) to Tenant's generator to be constructed and maintained by Tenant on the Premises. Tenant also agrees to continue to provide a discounted service plan to the residents of the Landlord in consideration for this Lease.

## **5. ACCESS AND UTILITIES**

Landlord grants to Tenant, for use by Tenant, its employees, agents, and contractors, an easement and license on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), such ingress and egress limited to that of the Landlord to and from the Premises, and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Landlord will pay all charges for electricity used or consumed by Tenant on the Premises, except for those charges for electricity used or consumed by Tenant to construct, operate and maintain the Structure. Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

## **6. INSTALLATION**

Tenant shall install and maintain the Communications Facility on the Premises at its sole expense and in accordance with all applicable federal, state and local laws, rules and regulations. Tenant will attempt to install the Communications Facility on the Premises as soon as feasible.

## **7. NOTICE**

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable Party as follows:

Landlord: Village of Antwerp Administrator  
P.O. Box 1046  
Antwerp, Ohio 45813

Tenant: MetaLINK Technologies, Inc. and  
QualStar Communications, Inc.  
Attention: Highest Officer Present  
417 Wayne Avenue  
Defiance, Ohio 43512

A Party may change its address to which any notice or demand may be given by written notice thereof to the other Parties.

## **8. LIABILITY AND INDEMNITY**

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs, attorney fees, and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs, attorney fees, and expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees or licensees occurring during the term(s) of this Lease in or about the Premises. The provisions of this Section 8 will survive the termination of the Lease.

Should Tenant's equipment cause damage to Landlord's property or the surrounding property, Tenant shall be responsible for repairing or replacing the damaged property. Upon termination of this lease, Tenant shall restore the premises to Landlord's exclusive possession in the same condition as they are in at the commencement of the lease, ordinary wear and tear and such alterations as are acceptable to Landlord at the time of said termination, excepted.

Tenant acknowledges that Landlord is a political subdivision of the State of Ohio and, as such, is generally immune from liability for insured losses occasioned by the alleged negligence of Landlord's officials and employees. Tenant further acknowledges that this Lease is not intended to substitute contractual liability for liability for which Landlord is accorded sovereign immunity. Tenant shall insure the Communications Facility and all equipment associated therewith against such risks of loss or damage and in such amounts as Tenant deems prudent and

shall present no claim against Landlord predicated on the alleged loss of or damage to such property or equipment.

Each party shall maintain comprehensive general liability insurance providing coverage against third party claims for loss of property, damage to property, personal injury and death based on any alleged condition of the leased Property and/or the conduct of any alleged activity on the leased Property that is identical to the coverage accorded the party's business operations at other locations.

## **9. ASSIGNMENT AND SUBLETTING BY TENANT**

Tenant may, without Landlord's consent, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility, to any party controlling, controlled by or in common control with Tenant or any party acquiring substantially all of the assets or ownership interests of Tenant. No other assignment or transfer shall be effective without the prior written consent of Landlord. This Lease shall be binding upon and inure to the benefit of permitted successors and assigns.

## **10. TITLE**

Landlord represents and warrants that Landlord has good and marketable title to the Structure and the Property. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

## **11. QUIET ENJOYMENT**

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any persons or entities claiming under the Landlord. Landlord will not use, allow or permit the Property or Structure to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. Landlord grants to Tenant the exclusive right to use the Premises for the broadcast of any unlicensed radio signal in the FCC's ISM/NII frequency ranges included but not limited to 900-928 MHz, 2.400-2.843 GHz and 5.25-5.875 GHz and any licensed frequencies obtained by the Tenant. Tenant will not use, allow or permit its use of the Property, Shelter, or Communications Facility to limit, impair, or restrict the use or operations of the Property and Structure by the Landlord for the purpose of using, repairing, maintaining, or otherwise exercising its rights of ownership over the Structure. Tenant and Landlord agree that the Structure will be located at the east side of the north section of the Property and that the placement of the Structure will not be deemed an interference as contemplated by this Section.

## 12. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease supersedes and replaces the Lease Agreement between the Parties approved by the Council of the Village of Antwerp on or about August 15, 2011 (the "2011 Agreement"). The Parties agree that the 2011 Agreement terminates simultaneously with the commencement of this Lease. Each Party represents and warrants to the other that it has the right, power, authority, and capacity to execute and deliver this Lease and perform its obligations under this Lease. Each Party represents and warrants to the other that this Lease constitutes a legal, valid, and binding act, enforceable against it in accordance with the respective terms. This Lease constitutes the entire agreement between the Parties. No prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the Parties. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

## 13. GOVERNING LAW

This Lease shall be governed by the laws of Ohio.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

### LANDLORD:

**Village of Antwerp**

By: 

Name: Ray DeLong

Title: Mayor

Attest: 

Name: Aimee Lichty

Title: Fiscal Officer

### TENANT:

**MetaLINK Technologies, Inc.**

By: 

Name: Phillip D. Mancy

Title: President

**QualStar Communications, Inc.**

By: 

Name: Phillip D. Mancy

Title: President

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-15

### AN ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP TO ENTER INTO A NEW LEASE AGREEMENT WITH METALINK TECHNOLOGIES, INC. AND QUALSTAR COMMUNICATIONS, INC., AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village of Antwerp entered into a Lease Agreement with MetaLINK Technologies, Inc. and QualStar Communications, Inc. for the lease of space for communications facility in exchange for high speed internet access, said Lease Agreement dated August 15, 2011; and

**WHEREAS**, an Addendum to the Lease Agreement was entered into on November 17<sup>th</sup>, 2014, by the Council of the Village of Antwerp to amend the locations for internet access for the Village of Antwerp; and

**WHEREAS**, MetaLINK Technologies, Inc. recently installed high speed internet at the Village Depot location; and

**WHEREAS**, the Lease Agreement, by and between the Village of Antwerp, MetaLINK Technologies, Inc. and QualStar Communications, Inc. needs revised to specify the internet plan provided for the Village of Antwerp locations.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Mayor of the Village of Antwerp, Ohio, is hereby authorized to enter into a new Lease Agreement with MetaLINK Technologies, Inc. and QualStar Communications, Inc. A copy of the Lease Agreement is attached as Exhibit A and incorporated herein by reference. The Lease Agreement dated August 15, 2011 is terminated as of the effective date of the Lease Agreement attached hereto.

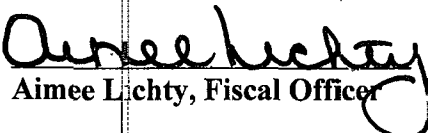
**Section 2.** The Council for the Village of Antwerp, Ohio, authorizes the Mayor of the Village of Antwerp to execute the Lease Agreement attached hereto

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

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that a new Lease Agreement is necessary in order to allow internet access as contemplated therein, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Enacted this 21<sup>st</sup> day of October, 2019.

ATTEST:

  
Aimee Lichty, Fiscal Officer

  
Ray DeLong, Mayor  
Village of Antwerp

RECORD OF ORDINANCES

BARRETT BROTHERS - CAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-22

### AN ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP TO ENTER INTO A NEW LEASE AGREEMENT WITH METALINK TECHNOLOGIES, INC. AND QUALSTAR COMMUNICATIONS, INC., AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village of Antwerp entered into a Lease Agreement with MetaLINK Technologies, Inc. and QualStar Communications, Inc. for the lease of space for communications facility in exchange for high speed internet access, said Lease Agreement dated October 21, 2019; and

**WHEREAS**, MetaLINK Technologies, Inc. installed high speed internet at the Water Plant Filtration Building; and

**WHEREAS**, the Lease Agreement, by and between the Village of Antwerp, MetaLINK Technologies, Inc. and QualStar Communications, Inc. needs revised to include the Water Plant Filtration Building as one of the locations high speed internet is provided for the Village of Antwerp locations.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

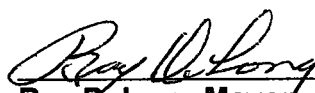
**Section 1.** The Mayor of the Village of Antwerp, Ohio, is hereby authorized to enter into a new Lease Agreement with MetaLINK Technologies, Inc. and QualStar Communications, Inc. A copy of the Lease Agreement is attached as Exhibit A and incorporated herein by reference. The Lease Agreement dated October 21, 2019 is terminated as of the effective date of the Lease Agreement attached hereto.

**Section 2.** The Council for the Village of Antwerp, Ohio, authorizes the Mayor of the Village of Antwerp to execute the Lease Agreement attached hereto.

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

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that a new Lease Agreement is necessary in order to allow internet access as contemplated therein, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Enacted this 18 day of November, 2019.

  
Ray Delong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-23

**AN ORDINANCE ADOPTING AMENDMENTS TO THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, SPECIFICALLY, AMENDMENTS TO DEFINITIONS (SECTION I), MEDICAL INSURANCE (SECTION 9.04), FAMILY AND MEDICAL LEAVE ACT OF 1993 (SECTION XVI), BEREAVEMENT LEAVE (FUNERAL) (SECTION XVII), AND DISCIPLINE (SECTION XXIV), AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp desires to amend the Personnel Manual for the Village of Antwerp, Ohio, said amendments to be effective January 1, 2020.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, and State of Ohio:

**Section 1.** The Council of the Village of Antwerp, Ohio, amends the Personnel Manual, and clarifies the definitions for the terms dishonesty and insubordination in Section I, amends Section 9.04 on Medical Insurance that any and all full-time Employees hired on or after January 1, 2020, may elect health insurance coverage for spouse and/or dependents but will be responsible to pay an amount equal to 10% of the premium for such coverage, amends Section XVI on Family and Medical Leave Act of 1993 to provide the necessary language required by this Act, amends Section XVII on Bereavement Leave (Funeral) to provide three (3) working days paid leave for death of full-time Employee's immediate family member with the option to use sick leave for up to five (5) working days of additional bereavement leave to be deducted from accrued sick leave, and amends Section XXIV on Discipline, specifically including the progressive discipline applicable to all Employees, identifying serious disciplinary offenses, and the policy and procedure applicable to a pre-disciplinary conference. A copy of the amendments to the Personnel Manual is attached hereto and made a part hereof as **Exhibit A**.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the amendments to the Personnel Manual are to take effect January 1, 2020, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Enacted this 18 day of November, 2019.

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong, Mayor of the Village of Antwerp

## **EXHIBIT A**

### **SECTION I: DEFINITIONS**

**DISHONESTY** – Means deceitfulness, disposition to defraud or cheat; untrustworthiness; lack of integrity.

**INSUBORDINATION** – Means the state of being unwilling to perform duties and responsibilities required of an Employee; refusal to obey an order issued by an Employee's Supervisor; showing disrespect to a Supervisor in the form of inappropriate language, or questioning or mocking management decisions.

All other definitions in Section I of the Personnel Manual are unaffected by these amendments.

### **SECTION IX: HOURS, COMPENSATION AND BENEFITS**

#### **Section 9.04 Medical Insurance**

- A. Effective January 1, 2020, the Village will continue to provide health insurance coverage for full-time Employees hired on or after January 1, 2020. Those Employees may elect health insurance coverage for spouse and/or dependents but the Employee will be responsible to pay an amount equal to 10% of the premium for spouse and/or dependent coverage. Full-time Employees hired before January 1, 2020, can continue to elect health insurance coverage for spouse and/or dependents and the premiums for such coverage will be paid by the Village. There will be no change to vision insurance.

All other sections in Section IX of the Personnel Manual are unaffected by these amendments.

### **SECTION XVI: FAMILY AND MEDICAL LEAVE ACT OF 1993**

The Village complies with all applicable federal and state labor and employment laws, including the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, eligible Employees are entitled to certain rights, and have certain obligations, with respect to unpaid leave for certain family and medical reasons. Any provision of the Family and Medical Leave Act of 1993 in conflict with any section, subsection, paragraph, or sentence of this Manual shall take precedence over the Manual provision.

- A. **FMLA Leave Eligibility.** An eligible Employee under the FMLA is an Employee who has been employed by the Village for at least 12 months, and who has worked at least 1,250 hours in the past 12 months.

**B. Reasons for FMLA Leave.** An eligible Employee may take FMLA leave of up to 12 weeks per leave year, for any of three different reasons:

1. to care for a newborn child, or a child newly placed in the Employee's custody through adoption or foster care, for a period of up to one year after such birth or placement;
2. to care for the Employee's spouse, child, or parent who has a serious health condition; or
3. because of the Employee's own serious health condition, if that condition renders the Employee unable to perform his or her job functions.

Any leave taken by an eligible Employee for one or more of these reasons will be counted against that Employee's annual FMLA leave entitlement.

**C. Serious Health Condition.** A serious health condition is a condition which includes any injury, illness, impairment, or physical or mental condition that requires either in-patient care in a medical facility (i.e., overnight hospitalization), or continuing treatment by a health care provider. These terms are construed by the Village in accordance with applicable federal laws and regulations.

**D. Leave Year.** For the purpose of this policy, the leave year within which an eligible Employee may take his or her 12 weeks of FMLA-protected leave means a rolling 12-month period measured backward from the date the Employee first takes leave for any of the reasons set forth previously.

**E. Compensation for FMLA Leave.** Generally, FMLA leave is not paid. However, an eligible Employee may elect to take any accrued paid vacation leave or, for personal medical leave, paid sick days in lieu of taking unpaid leave under the FMLA. Such paid leave will be counted towards the Employee's 12 weeks of FMLA leave granted per leave year.

**F. Intermittent or Reduced Hours Leave.** In the case of leave taken to care for a seriously ill spouse, child, or parent; or due to the Employee's own serious health condition, an Employee may take leave intermittently (i.e., periodically) or on a reduced hours schedule (i.e., reduced number of working hours per day or per week) only when such leave is medically necessary, as certified by the Employee's or family member's health care provider. Otherwise, such leave is not permitted except at the sole discretion of the Village. An Employee who takes leave intermittently or on a reduced leave schedule may be temporarily transferred to another position for which the Employee is qualified to better accommodate that leave.

**G. Job and Benefits Security.** An eligible Employee who takes leave under the FMLA and who returns to work before his or her annual FMLA entitlement has expired will be restored to the position he or she held when the leave

commenced, or to an otherwise equivalent position with respect to pay, benefits, and other terms and conditions of employment, unless the Employee would no longer have been employed in such a position had the Employee not taken such leave. Additionally, any unused employment benefits that had accrued to an eligible Employee prior to the commencement of leave will be restored upon return from FMLA leave.

- H. Continuation of Group Health Plan Coverage.** Group health plan coverage will be maintained by the Village during an eligible Employee's period of FMLA leave to the extent and under the same circumstances as it ordinarily is furnished to that Employee. Employees contributing to premium payments shall be responsible for paying their respective share of said payments to the Fiscal Officer on the 1<sup>st</sup> and 15<sup>th</sup> of each month. The Fiscal Officer will notify eligible Employees concerning the amount of each premium payment. Failure to pay such premiums during leave may result in the loss of health coverage. An eligible Employee who fails to return to work after the expiration of the FMLA leave period for reasons that are not beyond his or her control will be expected to reimburse the Village for health care premiums paid by the Village during the leave period.
- I. Employee Notice Requirements.** An eligible Employee must give his/her Supervisor at least 30 days' notice of his or her intent to take leave under the FMLA. If the Employee is unable to give such notice because the need for leave is not foreseeable, then the Employee must give as much notice as practicable. Typically, this will mean giving notice to the Supervisor within one or two working days of learning that FMLA leave must be taken. Any Employee who fails to give the requisite notice may be delayed in receiving authorization for leave.
- J. Health-Care-Provider Certification.** In cases of leave to be taken to care for a seriously ill family member or due to the Employee's own serious health condition, an eligible Employee must provide the Village with a completed and signed health-care-provider certification indicating that the Employee requires FMLA leave. This certification must be returned to the Village within 15 days after the Employee gives notice of his or her intent to take FMLA leave, and must contain the following information:
1. the date on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. the treatment regimen prescribed;
  4. any appropriate medical facts within the health care provider's knowledge regarding the condition;

5. if applicable, a statement that the Employee is needed to provide care for his or her spouse, child, or parent and an estimated duration of such need; and
6. if applicable, a statement regarding the medical necessity of intermittent or reduced hours schedule leave.

Failure to return this certification in a timely manner may result in delays in securing authorization for leave, and failure to return the certification at all will preclude the Employee from taking leave.

The Village also may require, at its own expense, a second and third health care provider opinion if there is a question as to the validity of the certification provided by the Employee.

An eligible Employee also may be asked to furnish the Village with subsequent health-care-provider certifications on a reasonable basis during the Employee's leave period. An eligible Employee's failure to furnish subsequent certifications may result in termination of the Employee's right to leave.

An Employee returning to work from an unpaid medical leave of absence must be able to perform the essential functions of his or her job. If a reasonable accommodation is required, the Employee must notify the Village. An eligible Employee on FMLA leave must submit to the Village a medical release (i.e., fitness-for-duty certification) indicating that the Employee is able to return to work. Failure to submit such a release will preclude the Employee from being restored to his or her employment with the Village.

- K. Non-Discrimination/Non-Retaliation Policy Statement.** The Village will not: (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA; or (3) discharge or discriminate against any person for his or her involvement in any proceeding under or relating to the FMLA.

## **SECTION XVII: BEREAVEMENT LEAVE (FUNERAL)**

- A.** Full-time Employees are entitled to a maximum of three (3) working days of bereavement leave (one day of which must be the day of the funeral) with pay in the event of the death of an Employee's immediate family member. Full-time Employees may also use sick leave in the event of the death of an Employee's immediate family member and the time off for bereavement leave using sick leave shall be deducted from accrued sick leave; however, such usage shall be limited to a reasonably necessary time beyond any bereavement leave benefit,

not to exceed five (5) working days so that the maximum bereavement leave shall not exceed eight (8) working days.

- B. For the purposes of this policy, an Employee's immediate family member is defined as Employee's spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any dependent person living in the same household on a continuous basis with Employee.

Subsection C of Section XVII has been combined with subsection A of this section so subsection C has been removed.

## **SECTION XXIV: DISCIPLINE**

### **Section 24.01    Progressive Discipline**

In an effort to administer equitable and consistent discipline, Department Heads and the Appointing Authorities will follow a system of progressive discipline when correcting job behavior. The Village, however, recognizes that there are certain types of behavior that are serious enough to justify immediate suspension or termination without applying all of the progressive discipline steps.

This policy is applicable to all Employees including Department Heads and Appointing Authorities. To the extent that this policy conflicts with that of the Police Department's or EMS Department's own policies, those specific Department policies will take precedence over this one. However, the EMS Coordinator shall be subject to this policy.

This policy is a guide for uniform administration of discipline. It neither delegates nor limits the powers and duties conferred upon the Village, its Departments or Appointing Authority by the Ohio Revised Code.

This policy provides a listing of offenses that may be serious enough to justify termination without following the progressive discipline policy. The examples of these offenses are illustrative, not inclusive. There may be other behaviors that are serious enough to result in termination that are not included on this list as it is impossible to anticipate every act of misconduct.

The inclusion of standard penalties in this policy does not preclude the application of a more or less severe penalty for an infraction when circumstances warrant it. If any case where a non-standard penalty is imposed, the reason for deviation must be reduced to writing and sent to the Appointing Authority by the Department Head or Supervisor administering the discipline.

Records of oral warning (written documentation) and suspension shall be effective thirty (30) months after issuance, provided no intervening discipline occurs.

Oral Reprimand. Supervisors or Department Heads shall address unsatisfactory behavior promptly by discussing the problem with the Employee and counseling more suitable behavior. The reprimand should be documented in writing with a clear designation that an oral reprimand was given, the date and nature of the same. This documentation shall be placed in the Employee's personnel file.

Written Reprimand. If an oral reprimand does not resolve misbehavior or where more severe action is warranted, Supervisors and Department Heads may issue written reprimands. The original shall be placed in the Employee's personnel folder and a copy given to the Employee.

Suspension. If oral or written reprimands fail or where more severe action is warranted, Department Heads *may* recommend suspension from work, without pay.

Dismissal. If lesser disciplinary actions fail, Employees may be discharged. The Employee shall be given advanced written notice listing the effective date of and reason(s) for separation. Employees being considered for discharge, may be suspended with or without pay.

#### **A. General Offenses.**

The violation of any work or safety rules or other acts of misconduct will result in the following minimum disciplinary action. The severity of the circumstances surrounding the violation will determine the action taken. However, the following progressive disciplinary action will be utilized with respect to most disciplinary problems:

First Offense.....	Oral Reprimand
Second Offense .....	Written Reprimand
Third Offense .....	3-10 day suspension without pay
Fourth Offense .....	Termination

#### **Section 24.02    Serious Disciplinary Offenses**

Examples of unacceptable conduct which is subject to disciplinary action up to and including termination include:

1. Wanton or deliberate neglect of duty or in the care, use or custody of any Village property or equipment. Wanton or deliberate destruction, in any manner, of Village property, tools, equipment, or the property of Employees.
2. Lying during accident investigations. Falsifying or assisting in falsification or destruction of any Village records. Lying or withholding information



required on employment applications. Falsifying or altering any time card (own or other Employee's).

3. Making false claims or misrepresentation in an attempt to obtain any Village benefit.
4. Gambling during working hours.
5. Theft or concealment of any property of the Village or of other Employees.
6. Fraud or misappropriation of Village property.
7. Willful misuse, destruction, or damage to Village property or the property of other Employees.
8. Use or threat of physical violence against any Employee or other person during work time.
9. Provoking or instigating a fight or violence on Village property or at Village sponsored events.
10. Use, possession or the sale of controlled substances, anytime, and sale of alcoholic beverages on Village property or at Village sponsored events or while conducting Village work.
11. Fighting or attempting to injure other Employees, Supervisors, or persons.
12. Unauthorized carrying or possession of firearms on Village property with the exception that an Employee who has been issued a valid concealed handgun license shall be allowed to transport and/or store a firearm or ammunition when both of the following conditions are met: (1) each firearm and all of the ammunition remains inside the Employee's privately owned motor vehicle while the Employee is physically present inside the motor vehicle, or each firearm and all of the ammunition is locked within the trunk, glove box, or other enclosed compartment or container within or on the Employee's privately owned motor vehicle, and (2) the vehicle is in a location where it is otherwise permitted to be.
13. Concealing a communicable disease such as TB which may endanger other Employees.
14. Instigating, leading, or participating in any unauthorized walkout, strike, sit-down, stand-in, refusal to return to work at the scheduled time for the scheduled shift, or other curtailment, restriction or interference with work in or about the Village's work stations.

15. Dishonesty or any dishonest action. Examples included but are not limited to: theft, pilfering, opening desks assigned to other Employees without authorization; theft or pilfering of lunch boxes, refrigerator, tool kits, or other property of the Village or other Employees without authorization; inserting slugs in vending machines; lying to secure an excused absence or to justify an absence or tardiness.
16. Insubordination, including, without limitation, the refusal promptly to obey a Supervisor's orders or to perform any assigned work.
17. Sexual harassment.
18. Violation of confidentiality which results in disruption of any law enforcement action.
19. Unnecessary and unwarranted violence (physical or mental) to a prisoner.
20. Discharging a firearm in a non-life threatening situation or not in accordance with departmental policy (other than approved target practice).
21. Violation of established safety rules or safety practices.
22. Use of profane, obscene or disrespectful language, including telling ethnic/sexual jokes that offend another Employee, on Village property or when conducting Village business.
23. Repeated failure to produce quality work or satisfy performance expectations.

The examples of prohibited conduct listed above are not, and are not intended to be, a complete list. Prohibited conduct may exist in ways other than listed in the foregoing examples.

#### **Section 24.03 Pre-Disciplinary Conference Policy and Procedure**

- A. Department Heads and Supervisors who believe an Employee should be suspended or discharged shall report the reasons therefor, in writing. The written report shall summarize details of Employee's behavior or conduct and shall be passed through the chain of command to the Appointing Authority.
- B. If the Appointing Authority believes an Employee should be suspended or dismissed, a pre-disciplinary conference will be scheduled to permit the Employee to explain the alleged conduct. The Appointing Authority will notify Employee and his/her Supervisor of the time and location of the conference and present the Employee with the written report of the charges.
- C. Pre-disciplinary conferences will be conducted by the Mayor.

- D. The Employee may: (1) appear at the conference to present an oral or written statement in his/her defense; (2) appear at the conference and have a representative who need not be an Employee present an oral or written statement in defense of the Employee; or (3) elect, in writing, to waive the pre-disciplinary conference.
- E. The Employee shall provide a list of witnesses to the Mayor as far in advance as possible, but not less than one (1) hour prior to the pre-disciplinary conference. It is the Employee's responsibility to notify witnesses that their attendance is desired. The Mayor may limit the number of witnesses, the manner and method of questioning, or the issues to be addressed.
- F. At the pre-disciplinary conference, the Supervisor or a representative will present the Department's evidence to the Mayor. The Employee, or his/her representative, will be permitted to question any witnesses presented.
- G. At the conclusion of the Village's case, the Employee may present evidence to rebut the Village's evidence or which establishes or justifies the Employee's conduct. The Supervisor, or his/her representative, may question the Employee or any witnesses he/she presents.
- H. The Mayor shall determine when the conference is concluded and will adjourn the meeting.
- I. The Mayor shall prepare a written report which sets forth findings of fact based upon the evidence presented at the conference, and shall promptly forward the report to the Appointing Authority or designee and the Employee.
- J. Within a reasonable time following receipt of the report, the Appointing Authority or designee shall determine what discipline, if any, is warranted based upon the facts found by the Mayor.
- K. If discipline is warranted, the Appointing Authority or his/her designee shall follow Section XXIV of the Personnel Manual.
- L. Employee may be subject to discipline for refusing to answer charges or questions put to him/her, and/or lying in a pre-disciplinary conference.
- M. If the Employee is under the direct supervision of and suspended or dismissed by the Mayor, then the President of the Village Council shall act in the role of Mayor during the pre-disciplinary conference process.

#### **Section 24.04      Appeals to the Village Council**

- A. Appeals to the Village Council. A discharged Employee or Employee suspended for more than three (3) working days may appeal in writing to the Village Council within

ten (10) days after service of the written report of findings issued following the pre-disciplinary conference. The Village Council shall hear such an appeal within thirty (30) days commencing from the date of receipt of the Employee's written timely appeal. Where the Employee is to be represented by counsel, the Village Council may request that stipulations, depositions, and like documents be prepared prior to the hearing.

Due to the combination of Sections 24.03 and 24.04, Section 24.05 is now renumbered as Section 24.04. All other subsections in Section 24.04 (previously Section 24.05) of the Personnel Manual are unaffected by these amendments.

# LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 18 day of November, 2019, by and between the Village of Antwerp, County of Paulding, State of Ohio ("Landlord"), MetaLINK Technologies, Inc., an Ohio corporation, of the City of Defiance, County of Defiance, State of Ohio and QualStar Communications, Inc., an Ohio corporation, of the City of Defiance, County of Defiance, State of Ohio (collectively "Tenant") (Landlord and Tenant collectively referred to as the "Parties" and each as a "Party").

**WHEREAS**, Tenant seeks to install the Communications Facility (as defined below) on Landlord's Premises (as defined below).

**NOW, THEREFORE**, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, space ("Premises") on the roof or top of a building, tower, or other structure, specifically, on the railing of the Water Tower ("Structure") owned by Landlord located at 302 East Washington Street in Antwerp, Ohio, more particularly described on Exhibit A (legal description) ("Property"). Further, Landlord leases to Tenant, and Tenant leases from Landlord land on which to construct and maintain a communications building ("Shelter") as depicted on Attachment A at the 302 East Washington Street address. Landlord also grants to Tenant the Access Easement and Utility Easement described in Section 5 of the Lease.

## 2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing the following equipment: any and all antennas, dishes and/or grids as Tenant may deem appropriate; transmission lines and mounting and grounding hardware; and a cabinet or vault to house portions of Tenant's communication equipment consisting of base stations, wireless communication equipment, switches, power supplies, and accessories. For the purposes of the Lease, the Shelter and all of Tenant's above-described equipment antennas, dishes, lines, switches, power supplies, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility."

The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines between Tenant's equipment and Tenant's antennas, dishes and grids. Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable.

### 3. TERM

The primary term ("Primary Term") of this Lease will be for ten (10) years commencing on the date of this Lease, unless sooner terminated as provided herein. The term of this Lease shall automatically renew for additional periods of five (5) years each (each an "Extended Term"), unless terminated by Landlord giving Tenant at least twelve (12) months prior written notice of Landlord's intent to terminate this Lease upon the expiration of the Primary Term or current Extended Term.

It is understood that Tenant's use and occupancy of the Premises at the Structure is incidental to the primary function of the Structure as a facility constructed and maintained for service in the conduct of Landlord's general governmental and utility operations. Landlord may terminate this lease with respect to the Structure in the event the Structure is no longer maintained as an operating facility for utility or other governmental purposes. In such event, Landlord shall give Tenant as much advance notice of the decommissioning of the Structure as circumstances permit and shall entertain good faith negotiations regarding relocation of any affected Communications Facility to alternate municipally-owned structures on terms that are not inconsistent with the rental and other provisions of this Lease. This Lease shall not, however, be interpreted to require Landlord to operate, maintain, construct or reconstruct any structure that is not, in Landlord's sole and exclusive judgment, necessary to the conduct of Landlord's governmental or utility operations. If the Communications Facility cannot be relocated to a new structure, the Parties will negotiate in good faith an appropriate reduction to Tenant's rent. Tenant may terminate this Lease at any time and for any reason upon thirty (30) days prior written notice to Landlord. Landlord grants Tenant sixty (60) days after termination of this Lease to remove the Communications Facility from the Property.

### 4. RENT

In consideration for the lease of the Premises, Tenant shall continue to provide Landlord with internet access suitable to efficient conduct of Landlord's governmental and utility operations without charge, as specified in Tenant's highest advertised speed plan. Existing service to Landlord's Town Hall at 118 North Main Street and the EMS Building at 204 West Daggett Street shall be upgraded to fiber optic. Tenant agrees to continue to provide internet access in accordance with the terms and conditions of this Lease at the following locations:

Village Administrator's Office & Utility Billing Clerk  
Antwerp Depot  
503 W. River Street  
Antwerp, OH 45813

Antwerp Village Fiscal Officer, Antwerp Police Dept & Antwerp Mayor's Clerk  
118 N. Main Street  
Antwerp, OH 45813  
(Tenant agrees to provide fiber optic at this location.)

Antwerp Fire Department  
203 Cleveland Street  
Antwerp, OH 45813

Antwerp EMS & Antwerp EMS Billing Clerk  
204 W. Daggett Street  
Antwerp, OH 45813  
(Tenant agrees to provide fiber optic at this location.)

Antwerp Waste Water Plant  
13744 Rd 43  
Antwerp, OH 45813

Riverside Veterans Memorial Park  
301 E. River  
Antwerp, OH 45813

Antwerp Water Filtration  
109 Water Plant Drive  
Antwerp, OH 45813

Over the term of this Lease and any extensions thereof, Tenant agrees to provide Landlord sufficient access and internet use speeds sufficient to enable Landlord to access and use the internet in a manner that is appropriate to the conduct of municipal operations as judged by customary standards of the industry as they evolve over time. All services shall be provided in accordance with Tenant's customary terms and conditions of service and Landlord shall execute Tenant's standard service agreement even though services are to be provided without charge.

In further consideration, Tenant agrees to allow Landlord to connect the telemetry system at the Structure (water tower located at 302 East Washington Street) to Tenant's generator to be constructed and maintained by Tenant on the Premises. Tenant also agrees to continue to provide a discounted service plan to the residents of the Landlord in consideration for this Lease.

## **5. ACCESS AND UTILITIES**

Landlord grants to Tenant, for use by Tenant, its employees, agents, and contractors, an easement and license on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), such ingress and egress limited to that of the Landlord to and from the Premises, and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Landlord will pay all charges for electricity used or consumed by Tenant on the Premises, except for those charges for electricity used or consumed by Tenant to construct, operate and maintain the Structure. Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

## **6. INSTALLATION**

Tenant shall install and maintain the Communications Facility on the Premises at its sole expense and in accordance with all applicable federal, state and local laws, rules and regulations. Tenant will attempt to install the Communications Facility on the Premises as soon as feasible.

## **7. NOTICE**

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable Party as follows:

Landlord:	Village of Antwerp Administrator P.O. Box 1046 Antwerp, Ohio 45813
Tenant:	MetaLINK Technologies, Inc. and QualStar Communications, Inc. Attention: Highest Officer Present 417 Wayne Avenue Defiance, Ohio 43512

A Party may change its address to which any notice or demand may be given by written notice thereof to the other Parties.

## **8. LIABILITY AND INDEMNITY**

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs, attorney fees, and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs, attorney fees, and expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees or licensees occurring during the term(s) of this Lease in or about the Premises. The provisions of this Section 8 will survive the termination of the Lease.

Should Tenant's equipment cause damage to Landlord's property or the surrounding property, Tenant shall be responsible for repairing or replacing the damaged property. Upon termination of this lease, Tenant shall restore the premises to Landlord's exclusive possession in the same condition as they are in at the commencement of the lease, ordinary wear and tear and such alterations as are acceptable to Landlord at the time of said termination, excepted.

Tenant acknowledges that Landlord is a political subdivision of the State of Ohio and, as such, is generally immune from liability for insured losses occasioned by the alleged negligence of Landlord's officials and employees. Tenant further acknowledges that this Lease is not intended to substitute contractual liability for liability for which Landlord is accorded sovereign



immunity. Tenant shall insure the Communications Facility and all equipment associated therewith against such risks of loss or damage and in such amounts as Tenant deems prudent and shall present no claim against Landlord predicated on the alleged loss of or damage to such property or equipment.

Each party shall maintain comprehensive general liability insurance providing coverage against third party claims for loss of property, damage to property, personal injury and death based on any alleged condition of the leased Property and/or the conduct of any alleged activity on the leased Property that is identical to the coverage accorded the party's business operations at other locations.

## **9. ASSIGNMENT AND SUBLETTING BY TENANT**

Tenant may, without Landlord's consent, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility, to any party controlling, controlled by or in common control with Tenant or any party acquiring substantially all of the assets or ownership interests of Tenant. No other assignment or transfer shall be effective without the prior written consent of Landlord. This Lease shall be binding upon and inure to the benefit of permitted successors and assigns.

## **10. TITLE**

Landlord represents and warrants that Landlord has good and marketable title to the Structure and the Property. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

## **11. QUIET ENJOYMENT**

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any persons or entities claiming under the Landlord. Landlord will not use, allow or permit the Property or Structure to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. Landlord grants to Tenant the exclusive right to use the Premises for the broadcast of any unlicensed radio signal in the FCC's ISM/NII frequency ranges included but not limited to 900-928 MHz, 2.400-2.843 GHz and 5.25-5.875 GHz and any licensed frequencies obtained by the Tenant. Tenant will not use, allow or permit its use of the Property, Shelter, or Communications Facility to limit, impair, or restrict the use or operations of the Property and Structure by the Landlord for the purpose of using, repairing, maintaining, or otherwise exercising its rights of ownership over the Structure. Tenant and Landlord agree that the Structure will be located at the east side of the north section of the Property and that the placement of the Structure will not be deemed an interference as contemplated by this Section.

## 12. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease supersedes and replaces the Lease Agreement between the Parties approved by the Council of the Village of Antwerp on or about August 15, 2011 (the "2011 Agreement"). The Parties agree that the 2011 Agreement terminates simultaneously with the commencement of this Lease. Each Party represents and warrants to the other that it has the right, power, authority, and capacity to execute and deliver this Lease and perform its obligations under this Lease. Each Party represents and warrants to the other that this Lease constitutes a legal, valid, and binding act, enforceable against it in accordance with the respective terms. This Lease constitutes the entire agreement between the Parties. No prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the Parties. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

## 13. GOVERNING LAW

This Lease shall be governed by the laws of Ohio.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

### LANDLORD:

Village of Antwerp

By: Ray D. Long  
Name: Ray Delong  
Title: Mayor

### TENANT:

MetaLINK Technologies, Inc.

By: Philip D. Mang  
Name: Philip D. Mang  
Title: President / CEO

QualStar Communications, Inc.

By: Philip D. Mang  
Name: Philip D. Mang  
Title: President / CEO

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-24

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$38,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

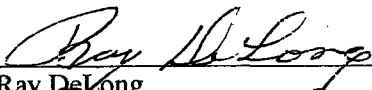
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty-Eight Thousand Dollars and Zero Cents (\$38,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

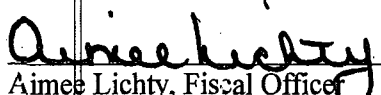
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 12-16-19

  
Ray DeLong,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-25

### AN ORDINANCE ESTABLISHING COMPENSATION FOR THE VILLAGE OF ANTWERP, OHIO FOR THE CALENDAR YEAR 2020, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, O.R.C. Section 731.13 provides that the legislative authority of a village shall fix compensation and the Village Council hereby fixes the compensation of Village officials, employees, appointees, and volunteers for the Village of Antwerp, Ohio for the calendar year 2020 as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1. That compensation and wage rates for the various Village officials, employees, appointees, and volunteers is hereby adopted as follows:

Position	Compensation / Wage Rate	
Mayor	\$9,600.00	Base annual salary
Council Members –existing Newly elected Council Members	\$3,800.00	Base annual salary
Fiscal Officer	\$26,802.70	Base annual salary
Village Administrator	\$48,025.57	Base annual salary
Chief of Police	\$48,229.30	Base annual salary
Police - Full Time - On Probation	\$28,246.75 to \$32,351.45	Base annual salary
Police - Full Time	\$32,323.60 to \$38,263.87	Base annual salary
Police - Part Time	\$10.45 to \$20.18	per hour
Police - Reserves	\$10.45 to \$16.14	per hour
Fire Chief	\$2,689.76	Base annual salary
Fire Dept. Secretary	\$423.59	Base annual salary
Fire Chief Assistant	\$423.59	Base annual salary
	\$11.48	per meeting
	\$14.90	first hour
	\$11.60	each add'l hour

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Fire Captains	\$125.05	Base annual salary
Fire Lieutenants	\$87.43	Base annual salary
Volunteer Fireman	\$11.48	per training hour
	\$11.48	first hour
	\$11.48	each add'l hour
EMS Coordinator	\$2,689.54 to \$4,034.29	Base annual salary
EMS Maintenance Man	\$759.69	Base annual salary
EMS Assistant	\$353.13	Base annual salary
EMS Secretary	\$353.13	Base annual salary
EMS Drivers	\$10.18	per hour
EMR	\$11.24	per hour
EMT – A (BLS – Basic Life Support)	\$12.29	per hour
EMT - B (Immediate Life Support)	\$15.89	per hour
All EMS Personnel	\$11.84	per training hour
General Labor/Utilities Billing Clerk	\$9.47 to \$14.98	per hour
Mayor's Court Clerk/EMS Billing Clerk	\$9.47 to \$14.98	per hour
Tech I Water/Sewer/Assigned Duties	\$15.88 to \$20.50	per hour
Tech II Water/Sewer/Assigned Duties	\$17.53 to \$22.55	per hour

Section 2. Each Department Head has the authority to establish a wage rate and change in an employee's compensation within the wage structure above based upon the Village's finances and an employee's level of education, performance, attendance, certifications / licensures, knowledge, skill, abilities, variety and scope of responsibilities, and such other attributes the Department Head considers necessary for the position.

Section 3. Any and all other benefits to which Village officials and employees may be entitled are as set forth in the Village of Antwerp's Personnel Manual, subject to any and all amendments thereto, and any applicable Ordinances and Resolutions of the Village.

Section 4. It is found and determined that all formal actions of the Council

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

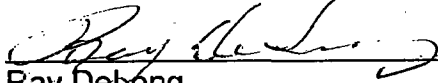
Passed \_\_\_\_\_

concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

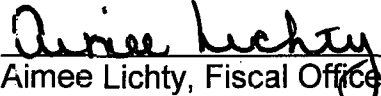
Section 5. All prior legislation, or any part thereof, which is inconsistent with this Ordinance is hereby repealed as to the inconsistent parts thereof.

Section 6. This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that compensation must be established for Village officials, employees, appointees, and volunteers for the provision of services that are essential to public peace, health, and safety and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed: Dec 16, 2019.

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2019-26

AN ORDINANCE AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF ANTWERP, OHIO TO AMEND APPROPRIATIONS AND DECLARING IT AN EMERGENCY

WHEREAS, the Fiscal Officer has determined that it is necessary to amend the following appropriations, and

WHEREAS, Council must approve the amending of appropriations pursuant to Ohio Revised Code Section 5705.40.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1: The Fiscal Officer is hereby authorized to amend the following appropriations:

2019 REAPPROPRIATIONS	REAPPROP		
	ORIGINAL AFPR	ADJUSTMENT	BALANCE
A01- GENERAL FUND	\$ 557,836.25	(94,381.81)	463,504.44
B01 - STREET FUND	\$ 93,388.12	(23,930.13)	69,457.99
B02 - STATE HIGHWAY FUND	\$ 10,000.00	<del>1,406.00</del>	<del>8,594.00</del> 10,406
B05 - LAW ENFORCEMENT FUND	\$ 3,392.60	(1,131.34)	2,261.26
B07 - FED-MAYOR COURT	\$ 5,200.00	(2,730.79)	2,469.21
B08 - PERMISSIVE TAX	\$ 25,000.00	(192.00)	24,808.00
B09 - FIRE FUND	\$ 82,791.90	(27,890.10)	54,901.80
B10 - FIRE TRUCK LEVY FUND	\$ 52,474.38	9.13	52,483.51
B11 - EMS FUND	\$ 137,613.05	(15,747.52)	121,865.53
B12 - EMS VEHICLE REPL FUND	\$ 125,794.27	-	125,794.27

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

B14 - SEVERANCE PAY RES FUND (NEW IN 2017)	\$	50,382.18	(50,382.18)	-
B15 - VETS MEMORIAL	\$	2,600.00	(600.00)	2,000.00
B17 - IND DR ALCOHOL MONITOR	\$	-	-	-
D01 - OWDA - PUMP STATION	\$	15,986.16	5,224.75	21,210.91
D02 - WATER TREATMENT PLANT IMP (NEW IN 2017)	\$	229,139.00	(12,534.58)	216,604.42
D03 - CDBG - PARK DRAINAGE (NEW 2019)	\$	25,575.00	(25,575.00)	-
D04 - WATER ASSET MGMT PLAN	\$	13,135.38	-	13,135.38
D05 - OPWC CANAL/MAIN	\$	-	173,943.14	173,943.14
E01 - WATER FUND	\$	383,678.47	(38,335.31)	345,343.16
E02 - WASTEWATER FUND	\$	371,740.22	(48,489.42)	323,250.80
E05 - TRASH	\$	60,000.00	522.84	60,522.84
E06 - DEPOSIT FUND	\$	600.00	-	600.00
E08 - COMPOST FUND	\$	15,000.00	(7,248.00)	7,752.00
E14 - STORM SEWER	\$	26,500.00	(9,732.20)	16,767.80
G05 - CEMETERY FUND	\$	14,700.00	760.12	15,460.12
G06 - INDIGENT DRIVER	\$	-	-	-
G07 - FOJ FUND	\$	1,390.91	(1,390.91)	-



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

G08 - MAYORS COURT

\$ 35,000.00 16,652.90 51,652.90

H01 - POLICE FUND

\$ 271,182.66 (23,937.89) 247,194.77

H03- STREET LIGHTING

\$ 22,500.00 (1,504.04) 20,995.96

GRAND TOTAL

\$ 2,632,650.55 (190,076.34) \$2,442,574.21

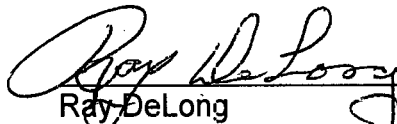
ORDINANCE NO. 2019-26

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 3:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the appropriations identified herein need to be amended in 2019 and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: Dec. 26, 2019

Attest:

  
Ray DeLong  
Mayor of the Village of Antwerp

  
Aimee Lichy, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

*Wrong one*

## ORDINANCE NO. 2019-27

### AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ANTWERP, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING THE SAME AN EMERGENCY

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

Appropriations by Fund	Amount
A1 - General	\$ 536,350.00
B1 - Street Construction, Maintenance, and Repair	\$ 111,138.12
B2 - State Highway and Improvement	\$ 10,000.00
B5 - Law Enforcement Training	\$ 1,131.34
B7 - Fed-Mayor's Court	\$ 4,700.00
B8 - Permissive Tax Budget	\$ 25,000.00
B9 - Fire	\$ 81,104.11
B10 - Fire Truck	\$ 54,141.25
B11 - EMS	\$ 119,000.00
B12 - EMS Vehicle Replacement	\$ -
B14 - Severance Pay Reserve Fund	\$ 61,310.43
B15 - VET's Memorial	\$ 600.00
B17 - Ind Dr Alcohol Monitor	\$ -
D05 - OPWC - Canal/Sewer Main	\$ 116,891.14
E1 - Water	\$ 369,050.39
E2 - Sewer	\$ 266,232.52
E5 - Trash	\$ 63,000.00
E6 - Deposit	\$ 600.00
E8 - Compost	\$ 10,000.00
E14 - Storm Sewer	\$ 46,650.00
G5 - Cemetery	\$ 14,580.00
G6 - Indigent Driver	\$ -
G7 - FOJ	\$ 1,350.91

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2019-27

### AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ANTWERP, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING THE SAME AN EMERGENCY

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

Appropriations by Fund	Amount
A1 - General	\$ <del>533,656.00</del> 547,278.25
B1 - Street Construction, Maintenance, and Repair	\$ 111,138.12
B2 - State Highway and Improvement	\$ 10,000.00
B5 - Law Enforcement Training	\$ 1,131.34
B7 - Fed-Mayor's Court	\$ 4,700.00
B8 - Permissive Tax Budget	\$ 25,000.00
B9 - Fire	\$ 81,104.11
B10 - Fire Truck	\$ 54,141.25
B11 - EMS	\$ 119,000.00
B12 - EMS Vehicle Replacement	\$ -
B14 - Severance Pay Reserve Fund	\$ 61,310.43
B15 - VET's Memorial	\$ 600.00
B17 - Ind Dr Alcohol Monitor	\$ -
D05 - OPWC - Canal/S. Main	\$ 116,891.14
E1 - Water	\$ 369,050.39
E2 - Sewer	\$ 266,232.52
E5 - Trash	\$ 63,000.00
E6 - Deposit	\$ 600.00
E8 - Compost	\$ 10,000.00
E14 - Storm Sewer	\$ 46,650.00
G5 - Cemetery	\$ 14,580.00
G6 - Indigent Driver	\$ -
G7 - FOJ	\$ 1,390.91

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

G8 - Mayor's Court	\$ 35,000.00
H1 - Police	\$ 280,300.00
H3 - Street Lighting	\$ 22,500.00
	<del>\$2,236,670.21</del>

2,241,648.46


**Section 2.** The Fiscal Officer is hereby authorized to draw warrants on the Village Fiscal Officer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations herein made.

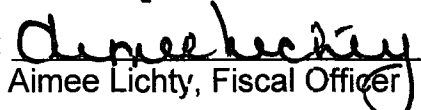
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the appropriations identified herein need to be approved by council prior to January 1, 2020, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed Dec 26, 2019

  
Jan Reeb, President of Council

  
Ray DeLong, Mayor

Attest:   
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_


## CERTIFICATE

**Section O.R.C 5705.39** - "No appropriation measure shall become effective until the county auditor files with the appropriating authority . . . a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure . . . ."

The State of Ohio Paulding County,

I, Aimee Lichty, Fiscal Officer of the Village of Antwerp in said County, and in whose custody the files, journals, and records are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Ordinance is taken and copied from the original Ordinance now on file with said Village, that the foregoing Ordinance has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature this 26 day of December, 2019.

  
Aimee Lichty, Fiscal Officer  
Village of Antwerp, Paulding  
County, Ohio

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## 2019 Expenses

<b>Appropriations by Fund</b>	<b>Amount</b>
A1 - General	\$ 547,278.25
B1 - Street Construction, Maintenance, and Repair	\$ 111,138.12
B2 - State Highway and Improvement	\$ 10,000.00
B5 - Law Enforcement Training	\$ 1,131.34
B7 - Fed-Mayor's Court	\$ 4,700.00
B8 - Permissive Tax Budget	\$ 25,000.00
B9 - Fire	\$ 81,104.11
B10 - Fire Truck	\$ 54,141.25
B11 - EMS	\$ 119,000.00
B12 - EMS Vehicle Replacement	\$ -
B14 - Severance Pay Reserve Fund	\$ 61,310.43
B15 - VET's Memorial	\$ 600.00
B17 - Ind Dr Alcohol Monitor	\$ -
D05 - OPWC - Canal/S. Main	\$ 116,891.14
E1 - Water	\$ 369,050.39
E2 - Sewer	\$ 266,232.52
E5 - Trash	\$ 63,000.00
E6 - Deposit	\$ 600.00
E8- Compost	\$ 10,000.00
E14 - Storm Sewer	\$ 46,650.00
G5 - Cemetery	\$ 14,580.00
G6 - Indigent Driver	\$ -
G7 - FOJ	\$ 1,390.91
G8 - Mayor's Court	\$ 35,000.00
H1 - Police	\$ 280,300.00
H3 - Street Lighting	\$ 22,500.00
	<b>\$ 2,241,598.46</b>

## 2019 Revenue

Revenue by Fund	Amount
A1 - General	\$ 912,482.79
B1 - Street Construction, Maintenance, and Repair	\$ 160,907.97
B2 - State Highway and Improvement	\$ 24,116.87
B5 - Law Enforcement Training	\$ 1,131.34
B7 - Fed-Mayor's Court	\$ 4,705.49
B8 - Permissive Tax Budget	\$ 33,233.21
B9 - Fire	\$ 84,144.61
B10 - Fire Truck	\$ 54,585.82
B11 - EMS	\$ 212,880.95
B12 - EMS Vehicle Replacement	\$ 25,975.00
B14 - Severance Pay Reserve Fund	\$ 61,310.43
B15 - VET's Memorial	\$ 2,859.08
B17 - Ind Dr Alcohol Monitor	\$ 100.00
D05 - OPWC - Canal/S. Main	\$ 116,891.14
E1 - Water	\$ 391,402.59
E2 - Sewer	\$ 345,511.21
E5 - Trash	\$ 71,245.24
E6 - Deposit	\$ 7,760.97
E8 - Compost	\$ 18,447.79
E14 - Storm Sewer	\$ 143,410.52
G5 - Cemetery	\$ 14,580.00
G6 - Indigent Driver	\$ 3,699.66
G7 - FOJ	\$ 1,390.91
G8 - Mayor's Court	\$ 38,556.65
H1 - Police	\$ 282,452.81
H3 - Street Lighting	\$ 26,895.59
	<b>\$ 3,040,678.64</b>



## 2020 GENERAL FUND REVENUE

### REVENUE

A01-A-111	Real Estate Tax	47,000.00	
A01-A-111-1	General Trailer Tax	300.00	
A01-A-112	Gen. Tangible Pers. Prop. Tax		
A01-A-114	Village Income Tax	325,000.00	
A01-B-122	General Inheritance Tax		
A01-B-123	Gen. Cigarette Tax	125.00	
A01-B-125	Gen. Liquor Tax	2,900.00	
A01-B-127	Gen. State Income Tax	32,000.00	
A01-B-128	Gen. Local Gov/Rev. Assistance	-	
A01-A-129	Other Local Tax		
A01-B-129	Intergovernmental	7,500.00	
A01-D-142-3	OPWC/Natureworks Grant		
A01-F-162	Gen. Licenses & Permits	10,000.00	Mediacom
A01-F-163	Prisoners		
A01-H-182	General Interest	1,500.00	
A01-H-184	Gen. Miscellaneous	500.00	DONATIONS
A01-H-185	Payment in lieu of taxes-CRA	6,000.00	Essen Haus2020
	<b>TOTAL</b>	<b>432,825.00</b>	
	<b>Approx. Carryover</b>	<b>443,657.79</b>	
	<b>Balance</b>	<b>876,482.79</b>	

### IN & OUT

A01-F-161	Gen. Fines & Forfeitures	35,000.00
A01-F-161-A	Police - from fines	1,000.00

**Amount Available for Expenses                      912,482.79**

# 2020 APPROPRIATIONS FOR GENERAL FUND

LINE	DESCRIPTION	AMOUNT	
A01-1-A-220	POLICE T&T	4,000.00	
A01-1-A-240	POLICE OPER & MAINT	-	
A01-2-B-230	PUBLIC HEALTH & WELFARE	-	
A01-3-B-211	PARKS SALARIES	21,000.00	
A01-3-B-212	PARKS BENEFITS	21,000.00	
A01-3-B-220	PARKS TRAVEL & TRAINING	150.00	MOSQUITO TRAINING
A01-3-B-230	PARKS CONTRACTUAL	1,200.00	AEP BILL?
A01-3-B-240	PARKS OPER. & MAINT.	9,000.00	
A01-3-B-250	PARKS CAPITAL	6,000.00	
A01-3-B-251	CDBG - VILLAGE MATCH PARK DRAINAGE	-	
A01-4-A-230	GENERAL ZONING BOARD CONTRACTUAL	1,350.00	
A01-4-A-240	GENERAL ZONING OPER & MAINT.	100.00	POSTAGE FOR ZONING
A01-4-B-230	HOUSING INSPECTOR CONTRACTUAL	800.00	WAGES
A01-4-B-240	HOUSING INSPECTOR OPER & MAINT	1,200.00	INS
A1-6A-250	CRA CAPITAL OUTLAY	-	
A1-7-A-211	GENERAL MAYOR SALARY	9,600.00	
A1-7-A-212	GENERAL MAYOR BENEFITS	2,000.00	
A1-7-A-220	GENERAL MAYOR TRAVEL & TRAINING	1,000.00	
A1-7-A-230	GENERAL MAYOR CONTRACTUAL	1,000.00	MONTHLY BILLS
A1-7-A-240	GENERAL MAYOR OPER. & MAINT.	1,000.00	
A1-7-A-250	GENERAL MAYOR CAPITAL OUTLAY	-	
A1-7-B-211	COUNCIL SALARIES	22,800.00	3800 x 6
A1-7-B-2111	ADMINISTRATOR SALARIES	25,000.00	
A1-7-B-212	GENERAL LEGISLATIVE BENEFITS	3,500.00	
A1-7-B-2121	ADMINISTRATOR BENEFITS	9,000.00	
A1-7-B-220	COUNCIL/ADMINISTRATIVE TRAVEL & TRAINING	1,500.00	
A1-7-B-230	COUNCIL CONTRACTUAL	16,000.00	
A1-7-B-240	COUNCIL OPER. & MAINT.	4,100.00	
A1-7-B-250	COUNCIL CAPITAL OUTLAY	2,000.00	
A1-7-C-211	MAYOR'S COURT CLERK SALARIES	6,100.00	
A1-7-C-212	MAYOR'S COURT CLERK BENEFITS	1,300.00	
A1-7-C-220	MAYOR'S COURT CLERK TRAVEL	1,000.00	
A1-7-C-230	MAYOR'S COURT CONTRACTUAL	2,500.00	
A1-7C-239	STATE ROTARY FEES M/C	-	
A1-7-C-240	GEN. MAYOR'S COURT OPERATION	3,200.00	
A1-7-D-211	FISCAL OFFICER-TREAS SALARIES	15,000.00	
A1-7-D-212	FISCAL OFFICER-TREAS BENEFITS	16,000.00	
A1-7-D-220	FISCAL OFFICER TRAVEL & TRAINING	1,000.00	
A1-7-D-230	FISCAL OFFICER CONTRACTUAL	1,500.00	
A1-7-D-240	FISCAL OFFICER OPER. & MAINT.	1,700.00	
A1-7-D-250	FISCAL OFFICER CAPITAL OUTLAY	750.00	New computer
A1-7-E-230	GEN LANDS & BUILDING CONTRACTUAL	14,000.00	MONTHLY BILLS
A1-7-E-240	GEN LANDS & BUILDING OPER. & MAINT.	10,000.00	
A1-7-E-250	GEN LANDS & BUILDINGS CAPITAL	25,000.00	3K TOWN HALL ROOF /pipe pump room
A1-7-G-230	PAULDING COUNTY AUDITOR FEES CONTRACTU	3,500.00	
A1-7-I-230	RITA ADMIN FEE	14,000.00	
A1-7-I-231	STATE AUDITOR FEE	3,000.00	
A1-7-J-230	GEN ELECTIONS & WORKERS COMP	8,000.00	2021 premium - pay end of year
A1-7-K-230	SOLICITOR CONTRACTUAL	27,000.00	
A1-7-X-212	EMPLOYEE HEALTH DEDUCTIBLE	32,500.00	
		<b>351,350.00</b>	
<i>IN &amp; OUT</i>			
A1-7-X-270	GEN FUND TRANSFER-Police-Water-lighting	<b>184,500.00</b>	152,000 police, 25K Fire, & 7500 light
A1-7-X-2714	GEN FUND TRANSFER TO SEVERANCE PAY	<b>10,928.25</b>	SEVERANCE PAY FUND TRANSFER
A1-1-A-250	POLICE - CAP. FROM FINES	500.00	

**TOTAL 2020 APPROPRIATIONS 547,278.25**

148K police in 2019 - 128k in 2018 - 179K in 2017 for cruiser

35K water in 2019 - 0.00 water in 2018 - 10K in 2017

20k fire in 2019 - 0.00 in past

13.5K in severance in 2019 - 7200 in 2018 - fund created in 2017

7500 in lighting in 2019 - 7500 in lighting in 2018 - yearly

## 2020 STREET BUDGET

### REVENUE

B1-B-124	Street MVR Fees	11,000.00
B1-B-126	Street Gas Tax	90,000.00
B1-H-182	Street Interest	-
B1-H-184	Misc.	150.00
B1-H-185	Transfer from General	-
<b>TOTAL</b>		<b>101,150.00</b>
<b>Approx. Carryover</b>		<b>59,757.97</b>
<b>Amount Available for Expenses</b>		<b>160,907.97</b>

### APPROPRIATIONS

<b>Streets</b>			
B1-6-B-211	Salaries/Wages	20,000.00	
B1-6-B-212	Employee Benefits	16,000.00	
B1-6-B-220	Travel & Training	-	
B1-6-B-230	Street Repair Contractual	7,500.00	
B1-6-B-240	Oper & Maint.	12,000.00	
B1-6-B-250	Capital Outlay	25,000.00	22k patching AND PAVING
B1-6-D-230	Street Contractual	6,000.00	monthly bills
B1 6D 261	OPWC Loan-Daggett St	708.70	
B1 6D 2611	OPWC Loan-Cleve-Wash	1,929.42	
<b>Snow Removal</b>			
B1-6-C-230	Contractual	8,000.00	SNOW PLOW COMP
B1-6-C-240	Oper & Maint.	4,000.00	salt for spreader
B1-6-C-250	Capital Outlay	-	
<b>Traffic Signals/Signs</b>			
B1-6-E-230	Contractual	5,000.00	MONTHLY BILLS
B1-6-E-240	Oper & Maint.	2,000.00	SIGNS
B1-6-E-250	Capital Outlay	3,000.00	LED - TRAFFIC LIGHTS
<b>TOTAL APPROPRIATIONS</b>		<b>111,138.12</b>	

## 2020 STATE HIGHWAY BUDGET

### REVENUE

B02-B-124	MVR Fees	900.00
B02-B-126	Gas Tax	7,200.00
B02-H-182	Interest	-
<b>TOTAL</b>		<b>8,100.00</b>
<b>Approx. Carryover</b>		<b>16,016.87</b>
<b>Amount Avail. For Expenses</b>		<b>24,116.87</b>

### APPROPRIATIONS

B02-6-A-250	Capital Improvements	10,000.00
<b>TOTAL</b>		<b>10,000.00</b>

## 2020 LAW ENFORCEMENT TRAINING

### REVENUE

B5-D-144	CPT GRANT	-
	<b>TOTAL</b>	-
	<b>Approx. Carryover</b>	<b>1,131.34</b>
	<b>Amount Avail. For Expenses</b>	<b>1,131.34</b>

### APPROPRIATIONS

B5-1A-230	LAW ENFOR TRAINING	1,131.34
	<b>TOTAL</b>	<b>1,131.34</b>

## 2020 FEDERAL REV. - MAYOR'S COURT BUDGET

### REVENUE

B7-F-161	From Fines and Forf.	1,200.00
	<b>TOTAL</b>	<b>1,200.00</b>
	<b>Approx. Carryover</b>	<b>3,505.49</b>
	<b>Amount Avail. For Expenses</b>	<b>4,705.49</b>

### APPROPRIATIONS

B7-7-A-240	Operation & Maintenance	3,500.00	baldwin group (1730.00)
B7-7-A-250	Capital Outlay	1,200.00	chair and printer
	<b>TOTAL</b>	<b>4,700.00</b>	

## 2020 PERMISSIVE TAX BUDGET

### REVENUE

B8-B-113	State License Plate Tax	16,000.00
B8-B-128	County Permissive Tax	9,000.00
B8-H-182	Permissive Tax Checking Interest	-
	<b>Approx. Carryover</b>	<b>8,233.21</b>
	<b>Amount Avail. For Expenses</b>	<b>33,233.21</b>

### APPROPRIATIONS

B8-6-A-250	Capital Improvements	25,000.00	PATCHING PAVING
<b>TOTAL</b>		<b>25,000.00</b>	

Sara says we take 5000 out of street for patching so a total of close to 30K for paving

## 2020 FIRE BUDGET

### REVENUE

B09-A-111	Real Estate	20,000.00	Fire Truck Has own fund
B09-A-111-1	Trailer Tax	100.00	
B09-A-112	Personal Property Tax	-	
B09-A-152	Misc.	-	DONATIONS (WINDMILL 11250.00)
B09-B-129	Intergovernmental	2,900.00	
B09-D-142	Tanker Truck Grant	-	100K recvd in 2016
B09-D-146	Fire Grants	-	training
B09-D-147	Fire Protection Clothing Grant	-	apply for 2019 - not guananteed
B09-D-148	Fire Grant MARCS	3,360.00	Mark's radio SERVICE
B09-E-151-1	Contracts	21,099.32	17K Carryall 4099.32 Harrison
B09-G-170	Loan for fire truck	-	202,197.00 REVD IN 2016
B09-H-182	CD Interest	-	
B09-H-191	Transfer In	25,000.00	due to contacts/fire truck
<b>TOTAL</b>		<b>72,459.32</b>	
<b>Approx. Carryover</b>		<b>11,685.29</b>	
<b>Amount Avail. For Expenses</b>		<b>84,144.61</b>	

### APPROPRIATIONS

B9-1-A-211	Salary	16,500.00	
B9-1-A-212	Benefits	4,000.00	
B9-1-A-220	Travel & Training	3,000.00	
B9-1-A-230	Contractual	18,500.00	MARKS SERVICE 3360.00
B9-1-A-240	Operation & Maint.	12,000.00	
B9-1-A-250	Capital	10,000.00	
B9-1-A-251	Protective Clothing Grant	-	apply for in 2019
B09-1-A-0261100	Tanker Truck Principle	13,835.29	
B09-1-A-0261200	Tanker Truck Interest	1,964.71	
B09-1-A-2620000	Fire Truck Loan Interest	1,304.11	left over interst from B10
B09-1-B-0250000	Tanker Truck Original Purchase		pd in 2016
<b>TOTAL</b>		<b>81,104.11</b>	

**Levy to bring in 50K - See B10 Fund - income and expense is in that fund**  
**We will be 2991.90 short in fire levy income - interest was not included**  
**In 2019 no interest will be paid above in B10-1B-262 account**  
**in 2019 B10 interest will be paid of of B9 Fund B9-1-A1262**



## 2020 FIRE TRUCK LEVY

### REVENUE

B10-A-111	Fire Truck Levy Real Estate	49,500.00	
B10-A-111-10	Fire Truck Levy TRAILER tax	300.00	LEVY
B10-B-0129	Intergovernmental	2,300.00	LEVY
	<b>TOTAL</b>	<b>52,100.00</b>	
	<b>Approx. Carryover</b>	<b>2,485.82</b>	
	<b>Amount Avail. For Expenses</b>	<b>54,585.82</b>	

### APPROPRIATIONS

B10-1-B-261	Fire Truck Loan Principle	54,141.25	
B10-1-B-262	Fire Truck Loan Interest	-	see note below
	<b>TOTAL</b>	<b>54,141.25</b>	

**Levy to bring in 50K**

**We will be 2991.90 short in fire levy income - interest was not included**

**In 2019 no interest will be paid above in B10-1B-262 account**

**The interest will be paid of of B9 Fund B9-1-A1262**

Principle payment increases and interest decreases so no money left for interest after principle is paid in 2019

When we budget for final year of payment we will need to pay any carryover to the interest to close this account out

## 2020 EMS BUDGET

### REVENUE

B11-B-111	Real Estate	12,500.00
B11-B-111-1	Trailer Tax	90.00
B11-B-112	Personal Property	-
B11-B-129	State Rollback-Intergovernmental	2,000.00
B11-B-152	Miscellaneous	-
B11-B-152-1	Contracts	22,000.00
B11-B-1522	EMS Building Note	-
B11-E-152	Run Receipts	60,000.00
B11-B-1523	EMS Grant	-
B11-I-192	Transfer from General	-
<b>TOTAL</b>		<b>96,590.00</b>
<b>Approx. Carryover</b>		<b>116,290.95</b>
<b>Amount Avail. For Expenses</b>		<b>212,880.95</b>

### APPROPRIATIONS

B11-1-B-211	Salary	42,000.00
B11-1-B-212	Benefits	8,000.00
B11-1-B-220	Travel & Training	10,000.00
B11-1-B-230	Contractual	18,000.00
B11-1-B-240	Oper. & Maint.	21,000.00
B11-1-B-250	Capital Outlay	20,000.00
B11-1B-2501	EMS Vehicle Replacement set aside	-
B11-1-B-261	Loan Payment Principle (cot & Chair)	-
B11-1-B-262	Loan Payment Interest (cot & Chair)	-
<b>TOTAL</b>		<b>119,000.00</b>

meeting room/secured room/banisters

## 2020 EMS VEHICLE REPLACEMENT BUDGET

### 2020 REVENUE

B12-E-152	EMS Vehicle Replacement	10,000.00
<b>TOTAL</b>		<b>10,000.00</b>
<b>Approx. Carryover</b>		<b>15,975.00</b>
<b>Amount Avail. For Expenses</b>		<b>25,975.00</b>

### 2020 Appropriations

B126B 250	<b>EMS VEHICLE FUND</b>	-
<b>Total Appropriations</b>		<b>0.00</b>

## 2020 SEVERANCE PAY RESERVE FUND

### REVENUE

B14-I0191	Transfer In	10,928.25
	<b>TOTAL</b>	<b>10,928.25</b>
	<b>Approx. Carryover</b>	<b>50,382.18</b>
	<b>Amount Avail. For Expenses</b>	<b>61,310.43</b>

### APPROPRIATIONS

B14-7X0211	Severance Pay	61,310.43	Sara retire?
	<b>TOTAL</b>	<b>61,310.43</b>	

George as of Dec 2019 + 60 FOR 2020 - 1135 hrs avail at 22.03 p/h(84.2) =25004.05

Sara as of Dec 2019 + 60 FOR 2020 657.5 hrs avail at 23.09 = 15181.68

Curtis as of Dec 2019 + 60 FOR 2020 = 460 hrs avail at 22.04 =10,138.40, NOT OLD ENOUGH TO RETIRE

Bill as of Dec 2019 + 60 FOR 2020 = 626 hrs avail at 17.55 = 10986.30

Aimee does not have 10 years in

Chris does not have 10 years in

## 2020 VETS MEMORIAL

### REVENUE

B15 H 183	Vet's Memorial Revenue	75.00
		-
		-
	<b>TOTAL</b>	<b>75.00</b>
	<b>Approx. Carryover</b>	<b>2,784.08</b>
	<b>Amount Avail. For Expenses</b>	<b>2,859.08</b>

### APPROPRIATIONS

B15 3B 240	Vet's Memorial Expenses	600.00	engraving 600
	<b>TOTAL</b>	<b>600.00</b>	

## 2020 IND DR ALCOHOL MONITOR

### REVENUE

B17-B-161	IND DR ALCOHOL MONITOR	
	<b>TOTAL</b>	-
	<b>Approx. Carryover</b>	<b>100.00</b>
	<b>Amount Avail. For Expenses</b>	<b>100.00</b>

### APPROPRIATIONS

B17-1-A-250	MONITOR DEVICE	-
	<b>TOTAL</b>	-

## 2020 Canal/Main Waterline

### REVENUE

D05D0142	OPWC GRANT	
D05H0172	OPWC LOAN	116,891.14
	<b>TOTAL</b>	<b>116,891.14</b>
	<b>Approx. Carryover</b>	<b>-</b>
	<b>Amount Avail. For Expenses</b>	<b>116,891.14</b>

### APPROPRIATIONS

D055D0250	OPWC CANAL/MAIN	116,891.14
	<b>TOTAL</b>	<b>116,891.14</b>

**COMPLETED IN 2019**  
**NOTHING TO BUDGET IN 2020 PER SARA**

## 2020 WATER REVENUE

REVENUE		
E1-E-155-1	Water Rent	340,000.00
E1-E-155-2	Water Tap Fees	2,250.00
E1-E-155-3	Bulk Water	500.00
<del>E1-E-1556</del>	<del>Loan Antwerp Bank was Capmark</del>	
E1-E-155-7	Water Misc.	500.00
E1-H-182	CD Interest	-
E1-I-192	Transfer from general	-
	<b>TOTAL</b>	<b>343,250.00</b>
	<b>Approx. Carryover</b>	<b>48,152.59</b>
	<b>Amount Avail. For Expenses</b>	<b>391,402.59</b>

PD OFF 2018

0/2018 35K/2019

25k/2020???

# 2020 WATER APPROPRIATIONS

FISCAL OFFICER			
E1-5-A-211	Salaries/Wages	7,000.00	
E1-5-A-212	Employee Benefits	8,000.00	ins
E1-5-A-220	Travel & Training	500.00	
E1-5-A-230	Contractual	1,000.00	MONTHLY BILLS
E1-5-A-240	Oper & Maint.	700.00	
E1-5-A-250	Capital Outlay	375.00	NEW COMPUTER
<b>Billing</b>			
E1-5-B-211	Salaries/Wages	6,100.00	
E1-5-B-212	Employee Benefits	1,100.00	
E1-5-B-220	Travel & Training	-	
E1-5-B-230	Contractual	3,000.00	MONTHLY BILLS
E1-5-B-240	Oper & Maint.	1,200.00	MAKE SURE 50%
E1-5-B-250	Capital Outlay	400.00	DESK
<b>Filtration</b>			
E1-5-D-211	Salaries/Wages	67,000.00	
E1-5-D-212	Employee Benefits	45,000.00	
E1-5-D-220	Travel & Training	1,200.00	
E1-5-D-230	Contractual	43,000.00	MONTHLY BILLS
E1-5-D-231	Chemicals	15,500.00	
E1-5-D-240	Oper & Maint.	5,000.00	
E1-5-D-250	Capital Outlay	2,000.00	2k for scale
<b>Pumping</b>			
E1-5-E-230	Contractual	15,000.00	MONTHLY BILLS
E1-5-E-240	Oper & Maint.	12,000.00	300 test wells
E1-5-E-250	Capital Outlay	2,000.00	(pump room in general)
<b>Distribution</b>			
E1-5-F-230	Contractual	12,000.00	Pudge?
E1-5-F-240	Oper & Maint.	10,000.00	REPAIR CLAMPS
E1-5-F-250	Capital Outlay	10,000.00	3 HYDRANTS
<b>Meters</b>			
E1-5-G-240	Oper & Maint.	6,000.00	METERS SUPPLIES
E1-5-G-250	Capital Outlay	5,000.00	METERS
<b>Automotive</b>			
E1-5-H-240	Oper & Maint.	4,000.00	50% SEWER
E1-5-H-250	Capital Outlay	2,000.00	
<b>Lands &amp; Buildings</b>			
E1-5-I-230	Contractual	350.00	MONTHLY BILLS & FRIE EXT TEST
E1-5-I-240	Oper & Maint.	1,000.00	
E1-5-I-250	Capital Outlay	2,000.00	
<b>Other</b>			
E1-5-J-240	Oper & Maint.	1,000.00	
E1-5-J-250	Capital Outlay	1,000.00	
<b>Loan Payments</b>			
E1-5-X-260	Loan Payment Antwerp Bank		paid off 2018
E1-5-X-260-B	Loan Payment EPA/OPWC		paid off 2017
E1-5X-260-D	OWDA 4453 PRINCIPAL	45,820.36	
E1-5X-260-J	OPWC-W. DAGGET CE48M	3,063.56	repeat yearly
E1-5X-260-K	OPWC-W. DAGGET-CT19M	3,829.46	repeat yearly
E1-5X-260L	OPWC-US24-CE23N	1,389.12	repeat yearly
E1-5X-260M	OPWC WOODCOX CE09S	4,198.66	repeat yearly
E1-5X-260N	OPWC WATER TRMT PLANT	2,924.16	repeat yearly
E1-5X-260P	OWDA WATER TRMT PLANT	1,395.38	chgs yearly
E1-5X-260Q	OWDA ASSET MGMT PLAN	2,582.00	repeat yearly
E1-5X-2610	WATER SYSTEM INTEREST		
E1-5X-261D	OWDA 4453 INTEREST	10,800.56	
E1-5X-261P	OWDA 8168 INTEREST	1,622.13	chgs yearly

TOTAL APPROPRIATIONS 369,050.39



## 2020 SEWER REVENUE

### REVENUE

E2-B-129	Intergovernmental TIF	250.00
E2-E-155	Loan from Antwerp Bank	
E2-E-156	Loan from Antwerp Bank was capmark	
E2-E-156-1	Sewer Rent	280000.00
E2-E-156-3	Sewer Application Fee	300.00
E2-E-156-4	Sewer Land Rent	5084.80
E2-H-182	CD Interest/Transfer from General	0.00
E2-H-184	Sewer Misc.	
E2-H-185	MISC TIFF Agreement	0.00
	<b>TOTAL</b>	<b>285,634.80</b>
	<b>Approx. Carryover</b>	<b>59,876.41</b>
	<b>Amount Avail. For Expenses</b>	<b>345,511.21</b>

paid off 2017

paid off 2019

125K 2015 /56k2016/29K 2017

## 2020 SEWER APPROPRIATIONS

<b>FISCAL OFFICER</b>			-
E2-5-A-211	Salaries/Wages	7,000.00	
E2-5-A-212	Employee Benefits	8,000.00	
E2-5-A-220	Travel & Training	500.00	clk training
E2-5-A-230	Contractual	1,000.00	
E2-5-A-240	Oper & Maint.	700.00	
E2-5-A-250	Capital Outlay	750.00	NEW COMPUTER
<b>Billing</b>			
E2-5-B-211	Salaries/Wages	3,500.00	
E2-5-B-212	Employee Benefits	600.00	
E2-5-B-220	Travel & Training	-	
E2-5-B-230	Contractual	3,000.00	
E2-5-B-240	Oper & Maint.	1,000.00	MAKE SURE ONLY 25%
E2-5-B-250	Capital Outlay	250.00	DESK/25%
<b>Pumping</b>			
E2-5-C-211	Salaries/Wages	65,000.00	
E2-5-C-212	Employee Benefits	42,000.00	
E2-5-C-220	Travel & Training	500.00	
E2-5-C-230	Contractual	35,000.00	MONTHLY BILLS
E2-5-C-240	Oper & Maint.	10,000.00	
E2-5-C-241	Chemicals	6,000.00	CHLORINATION/BIOSULFATE
E2-5-C-250	Capital Outlay	5,000.00	
<b>Automotive</b>			
E2-5-D-240	Oper & Maint.	5,000.00	50% HERE AND 50% WATER
E2-5-D-250	Capital Outlay	2,000.00	
<b>Lands &amp; Buildings</b>			
E2-5-E-230	Contractual	500.00	ELEV INSP - SHOULD NOT NEED IN 2019
E2-5-E-240	Oper & Maint.	1,200.00	
E2-5-E-250	Capital Outlay	21,500.00	20K ADD ON BUILDING
E2-5-E-270	Transfers	-	
<b>Other</b>			
E2-5-F-230	Contractual	6,000.00	PROPANE
E2-5-F-240	Oper & Maint.	500.00	
E2-5-F-250	Capital Outlay	1,500.00	
<b>Sewage Collection</b>			
E2-5-G-230	Contractual	16,000.00	NUSYSTEMS
E2-5-G-240	Oper & Maint.	1,000.00	
E2-5-G-250	Capital Outlay	-	
<b>Loan Payment</b>			
E2-5-X-260			PAID OFF
E2-5X-260-C	Loan Lift Station	21,232.52	repeat yearly
E2 5X 261			
			<b>266,232.52</b>

## 2020 TRASH

### REVENUE

E5 E 155	TRASH COLLECTION	63,000.00	UP FOR BID
E5 X 192	TRANS FROM GENERAL	-	DON'T KNOW COST
E5 X 193	ADVANCE IN	-	AT TIME OF BUDGET
		-	
	<b>TOTAL</b>	<b>63,000.00</b>	
	<b>Approx. Carryover</b>	<b>8,245.24</b>	
	<b>Amount Avail. For Expenses</b>	<b>71,245.24</b>	

### APPROPRIATIONS

E 55E 230	TRASH CONTRACTUAL	63,000.00	UP FOR BID
E 55X 271	ADVANCE OUT	-	DON'T KNOW COST
			AT TIME OF BUDGET
	<b>TOTAL</b>	<b>63,000.00</b>	

## 2020 DEPOSIT FUND

### REVENUE

E6-E-157	WATER DEPOSITS	\$600.00	
	<b>Approx. Carryover</b>	<b>\$7,160.97</b>	
	amount avail for Expenses	<b>\$7,760.97</b>	

### EXPENSES

E6-5F-272	Deposit Refunded	\$300.00
E6-5F-273	Deposit Applied	\$300.00
	<b>Total</b>	<b>\$600.00</b>

## 2020 COMPOST

### REVENUE

E08-E-0157	Compost Collections	10,000.00
		-
		-
<b>TOTAL</b>		<b>10,000.00</b>
<b>Approx. Carryover</b>		<b>8,447.79</b>
<b>Amount Avail. For Expenses</b>		<b>18,447.79</b>

### APPROPRIATIONS

E08-5E-0230	Compost Contractual	10,000.00
E08-5E-240	Compost Operation & Maint	
		-
		-
<b>TOTAL</b>		<b>10,000.00</b>

## 2020 STORM SEWER

### REVENUE

E14-H-155	Loan from Antwerp Bank	-
E14-H-1522	Storm Sewer Tap Fee	-
E14-H-1851	Storm Sewer Maint Fees	44,000.00
E14-H-192	Storm Sewer Other	-
<b>TOTAL</b>		<b>44,000.00</b>
<b>Approx. Carryover</b>		<b>99,410.52</b>
<b>Amount Avail. For Expenses</b>		<b>143,410.52</b>

### APPROPRIATIONS

E146D-211	Storm Sewer Salaries/Wages	3,100.00
E146D-212	Storm Sewer Benefits	550.00
E146D-230	Storm Sewer Contractual	30,000.00
E146D-240	Storm Sewer Supplies	8,000.00
E146D-250	Storm Sewer Capital	5,000.00
E146D-261	Storm Sewer Debt-Principal	-
E146D-262	Storm Sewer Debt-Interest	-
<b>TOTAL</b>		<b>46,650.00</b>

20k FOR VIDEO

25 % FOR DESK - April 250.00

## 2020 CEMETERY FUND BUDGET

### REVENUE

G5-A-111	General Real Estate Tax	12,500.00
G5-A-111-1	House Trailer Tax	80.00
G5-A-112	Property Tax	-
G5-B-129	Intergovernmental	2,000.00
<b>TOTAL</b>		<b>14,580.00</b>
<b>Approx. Carryover</b>		<b>-</b>
<b>Amount Avail. For Expenses</b>		<b>14,580.00</b>

shld never be any

### APPROPRIATIONS

G5-2-A-230	Auditor's Fees	500.00
G5-2-A-270	Cemetery Trust	14,080.00
<b>TOTAL</b>		<b>14,580.00</b>

# INDIGENT DRIVER ALCOHOL FUND 2020 BUDGET

## REVENUE

G6-A-161	Indigent Driver	
	<b>TOTAL</b>	-
	<b>Approx. Carryover</b>	<b>3,699.66</b>
	<b>Amount Avail. For Expenses</b>	<b>3,699.66</b>

**No Appropriations**



## 2020 FOJ FUND

### REVENUE

G7-F-161	Fines	-
	<b>TOTAL</b>	-
	<b>Approx. Carryover</b>	<b>1,390.91</b>
	<b>Amount Avail. For Expenses</b>	<b>1,390.91</b>

### APPROPRIATIONS

G7-7-X-240	FOJ Supplies & Materials	-
G7-7-X-250	FOJ Capital Outlay	
G7-7-X-273	FOJ Other Uses	1,390.91
	<b>TOTAL</b>	<b>1,390.91</b>

## 2020 MAYOR'S COURT RECEIPTS

### REVENUE

G8 I 195	Mayor Court Receipts	35,000.00
	<b>TOTAL</b>	<b>35,000.00</b>
	<b>Approx. Carryover</b>	<b>3,556.65</b>
	<b>Amount Avail. For Expenses</b>	<b>38,556.65</b>

### APPROPRIATIONS

G8 7X 240	Mayor Court Misc	650.00
G8 7X 275	Payment to State	7,050.00
G8 7X 2751	Payment to Village	27,300.00
	<b>TOTAL</b>	<b>35,000.00</b>

# POLICE 2020 BUDGET

## REVENUE

H1-A-111	Real Estate Tax	85,000.00	
H1-A-111-1	Trailer Tax	550.00	
H1-A-112	Personal Property Tax	-	
H1-B-129	Intergovernmental - State	12,500.00	
H1-H-184	Misc.	500.00	
H1-H-185	General Fund Transfer	152,000.00	38k X 4
	<b>Approx. Carryover</b>	31,902.81	?????
	<b>TOTAL</b>	<b>282,452.81</b>	

## APPROPRIATIONS

H1-1-A-211	Salary	162,000.00
H1-1-A-212	Benefits	82,800.00
H1-1-A-230	Contractual	18,000.00
H1-1-A-240	Operation & Maint.	15,000.00
H1-1-A-250	Capital	2,500.00
	<b>TOTAL</b>	<b>280,300.00</b>

Projecting collection of \$40,000.00 in fines that go to General Fund

**POLICE CAN'T FUND THE POLICE FUND WITH FINE MONEY**

Fine money goes into general fund - then we transfer to police from general

Only income in police fund is levy money

## 2020 STREET LIGHTING BUDGET

### REVENUE

H3-C-136	Auditor	15,000.00
H3-H-182	Transfer from General Fund	7,500.00
H3-H-184	Misc	-
TOTAL		22,500.00
Approx. Carryover		4,395.59
Amount Avail. For Expenses		26,895.59

### APPROPRIATIONS

H3-1-A-230	Contractual	22,500.00
H3-1-A-240	Operations & Maintenance	-
TOTAL		22,500.00

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-01

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$10,928.25 FROM THE GENERAL FUND TO THE SEVERANCE PAY RESERVE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Severance Pay Reserve Fund to accumulate the necessary resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or retirement of officers and employees of the Village of Antwerp, Ohio; and

**WHEREAS**, the Village Council, pursuant to Ohio Revised Code Section 5705.13(B), may transfer money to this special revenue fund from any other fund of the Village; and

**WHEREAS**, the Village Council desires to transfer funds from the General Fund to the Severance Pay Reserve Fund to accumulate the necessary resources for the purposes set forth in Ohio Revised Code Section 5705.13(B).

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Ten Thousand Nine Hundred Twenty-Eight and 25/100 Dollars (\$10,928.25) from the General Fund to the Severance Pay Reserve Fund.

**Section 2.** The transfer of these funds from the General Fund to the Severance Pay Reserve Fund is necessary to accumulate the resources for the payment of accumulated benefits as may be appropriate, which may include accumulated sick leave and/or vacation leave, and/or for payments in lieu of taking compensatory time off, payable upon the termination of employment or retirement of officers and employees of the Village of Antwerp, Ohio.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village must accumulate the necessary resources for the reasons set forth hereinabove and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 1-15-2020

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

Ray DeLong  
Ray DeLong  
Mayor of the Village of Antwerp

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2020-02

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$7,500.00 FROM THE GENERAL FUND TO THE STREET LIGHTING FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Street Lighting Fund to provide the necessary revenue to pay the street lighting expenses from this fund; and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14; and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village; and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Street Lighting Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) from the General Fund to the Street Lighting Fund.

**Section 2.** The transfer of these funds from the General Fund to the Street Lighting Fund is necessary to provide the revenue to pay the street lighting expenses of the Village of Antwerp.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds to pay street lighting expenses necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 1-15-2020



Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 622CS

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-03

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$114,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

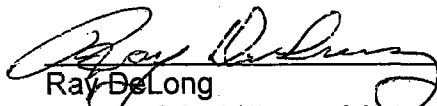
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of One Hundred Fourteen Thousand Dollars and Zero Cents (\$114,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

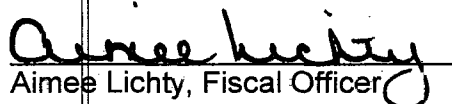
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 1-15-2020

  
Ray DeLong  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT EROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-04

### AN ORDINANCE APPROVING, ADOPTING AND ENACTING AMERICAN LEGAL PUBLISHING'S OHIO BASIC CODE, 2020 EDITION, AS THE CODE OF ORDINANCES FOR THE VILLAGE OF ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Council of the Village of Antwerp, Ohio ("Village") has in the past adopted the American Legal Publishing's Ohio Basis Code for the complete preservation of the public peace, health, safety and general welfare of the Village and for the proper conduct of its affairs; and

**WHEREAS**, the American Legal Publishing Corporation publishes this Code of Ordinances each year suitable for adoption by municipalities in Ohio; and

**WHEREAS** it is necessary to provide for the usual daily operation of the Village and for the immediate preservation of the public peace, health, safety and general welfare of the Village that this Ordinance take effect at an early date.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

**Section 1.** American Legal Publishing's Ohio Basic Code, 2020 Edition, as reviewed and approved by the Council of the Village, is hereby adopted and enacted. Any prior version of the Ohio Basic Code which may have been previously adopted by the Village is hereby repealed as obsolete and is hereby replaced in its entirety by this Ohio Basic Code, 2020 Edition.

**Section 2.** One copy of American Legal Publishing's Ohio Basic Code, 2020 Edition, certified as correct by the Mayor and Fiscal Officer of the Village, as required by Ohio Revised Code § 731.23, shall be kept in its initial form on file in the office of the Fiscal Officer of the Village and retained as a permanent ordinance record of the Village. The Fiscal Officer of the Village is authorized and directed to publish a summary of all new matters contained in the Code of Ordinances as required by Ohio Revised Code § 731.23. Such summary is attached hereto and marked as "Exhibit A."

**Section 3.** All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the Ohio Basic Code, 2020 Edition, as adopted in Section 1 hereof, are hereby repealed as of the effective date of this Ordinance, except as follows:

- (A) The enactment of the Ohio Basic Code, 2020 Edition, shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.



## Exhibit A

### OHIO BASIC CODE, 2020 EDITION — SUMMARY OF CONTENTS

Notice is hereby given that on the 19 day of Feb., 2020, there was enacted by the Legislative Authority of the Municipality of Antwerp, Ohio, an ordinance entitled "An Ordinance Approving, Adopting and Enacting American Legal Publishing's Ohio Basic Code, 2020 Edition, as the Code of Ordinances for the Municipality of Antwerp, Ohio."

A summary of the subjects, including all new matters contained in the Code of Ordinances, as adopted, are as follows. The majority of Basic Code provisions are based directly on state law.

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#### TITLE I: GENERAL PROVISIONS

##### Chapter 10: General Provisions

###### Section

- 10.01 Short titles
- 10.02 Definitions
- 10.03 Rules of construction
- 10.04 Revivor; effect of amendment or repeal
- 10.05 Construction of section references
- 10.06 Conflicting provisions
- 10.07 Severability
- 10.08 Reference to offices
- 10.09 Errors and omissions
- 10.10 Ordinances repealed
- 10.11 Ordinances unaffected
- 10.12 Ordinances saved
- 10.13 Application to future ordinances
- 10.14 Interpretation
- 10.15 Amendments to code; amendatory language
- 10.16 Statutory references
- 10.17 Preservation of penalties, offenses, rights and liabilities
- 10.18 Determination of legislative intent
- 10.99 General penalty

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#### TITLE III: ADMINISTRATION

##### Chapter 30: General Provisions

###### Section

- 30.01 Application of Title III
- 30.02 Qualifications; oaths
- 30.03 Bonds of officers and employees; amount
- 30.04 Additional bond; where bonds recorded and kept
- 30.05 Approval of bonds
- 30.06 Sufficiency of form of bond
- 30.07 Filling vacancies in offices
- 30.08 Public records available
- 30.09 Records Commission
- 30.10 Meetings of public bodies to be open; exceptions; notice
- 30.11 Municipal officers may attend conference or convention; expenses
- 30.12 Residency requirements prohibited; exceptions

##### Chapter 31: Executive Authority

###### Section

###### *General Provisions*

- 31.001 Executive power; where vested

### ***Mayor***

- 31.015 Term of Mayor; power and duties
- 31.016 General duties of the Mayor
- 31.017 Communications to the Legislative Authority
- 31.018 Protest against excess of expenditures
- 31.019 Supervision of conduct of officers
- 31.020 Annual report to the Legislative Authority
- 31.021 Mayor to file charges against delinquent officers
- 31.022 Vacancies in office of Mayor
- 31.023 Disposition of fines and other moneys

### ***Clerk***

- 31.040 Election, term, qualifications of the Clerk
- 31.041 Powers and duties of Clerk
- 31.042 Books and accounts; merger of offices
- 31.043 Seal of Clerk
- 31.044 Combined offices of Clerk and Treasurer; Fiscal Officer

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- 31.060 Election, term, qualifications of the Treasurer
- 31.061 Accounts of Treasurer
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- 31.063 Quarterly account; annual report
- 31.064 Receipt and disbursement of funds
- 31.065 Duty of delivering money and property

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- 31.080 Qualifications
- 31.081 General duties
- 31.082 Assistants

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- 31.100 Legal counsel
- 31.101 Administrator
- 31.102 Board of Trustees of Public Affairs
- 31.103 Fire Engineer, Engineer and Superintendent of Markets

## **Chapter 32: Legislative Authority**

### **Section**

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- 32.001 Members of the Legislative Authority; election; terms of office
- 32.002 President Pro Tempore; employees
- 32.003 Vacancy when President Pro Tempore becomes Mayor
- 32.004 Qualifications of members of the Legislative Authority
- 32.005 Compensation and bonds of municipal officers and employees
- 32.006 Vacancy
- 32.007 Judge of election and qualification of members; quorum and special meetings
- 32.008 Rules; journal; expulsion of members
- 32.009 Meetings
- 32.010 General powers
- 32.011 Failure to take oath or give bond
- 32.012 Notice when new bond required
- 32.013 Care, supervision and management of public institutions

### ***Contracts, Bids and Proceedings***

- 32.025 Contracts by the Legislative Authority or Administrator
- 32.026 Bids and proceedings

- 32.027 Alterations or modifications of contract
- 32.028 Contract restrictions
- 32.029 Award to lowest responsive and responsible bidder

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- 32.041 Passage procedure
- 32.042 Style of ordinances
- 32.043 Subject and amendment of ordinances and resolutions
- 32.044 Authentication and recording of ordinances and resolutions
- 32.045 Publication of ordinances and resolutions; proof of publication and circulation
- 32.046 Notice for proposed amendments to the municipal Charter
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- 32.048 Publication and certification of ordinances in book form
- 32.049 Adoption of technical ordinances and codes
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- 32.071 Referendum petitions
- 32.072 More than one ordinance required; application of subchapter
- 32.073 Presentation of petitions
- 32.074 Copy of proposed ordinance or measure to be filed with Clerk
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- 32.076 Designation of committee filing petition; public inspection of petitions; ordinances passed or repealed prior to election
- 32.077 Itemized statement by petition circulator
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- 32.080 Threats in securing signatures
- 32.081 Application of subchapter if Charter adopted

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- 33.01 Jurisdiction in ordinance cases and traffic violations
- 33.02 Powers of Mayor and Mayor's Court Magistrate in criminal matters
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- 33.04 Mayor's Court Magistrate
- 33.05 Powers to suspend driver's license in OVI cases

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- 33.20 Summary punishment for contempt
- 33.21 Acts in contempt of court
- 33.22 Hearing
- 33.23 Contempt action for failure to pay support, failure to comply or interference with a visitation order; summons
- 33.24 Right of accused to bail
- 33.25 Hearing on contempt; penalties; support orders; failure to withhold or deduct money pursuant to support order
- 33.26 Imprisonment until order obeyed
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- 33.30 Alternative remedy

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- 34.02 Appointment of Marshal
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- 34.04 Auxiliary police units
- 34.05 Offenses affecting employment of law enforcement officers; probationary period; final appointment
- 34.06 Removal proceedings; suspension; appeals
- 34.07 General powers
- 34.08 Powers and duties of Marshal
- 34.09 Disposition of fines and penalties
- 34.10 Property recovered by police
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- 34.12 Sale of unclaimed property; disposition of proceeds
- 34.13 Expenses of storage and sale; notice
- 34.14 Contracts for police protection; nonresident service without contract
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- 35.01 Municipal fire regulations; fire department
- 35.02 Fire Chief; Fire Prevention Officer; employment of firefighters; criminal records check for firefighters
- 35.03 Schooling of officers and firefighters of fire department
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- 35.06 Records
- 35.07 Maximum consecutive hours for firefighters on duty
- 35.08 Investigation of cause of fire
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- 35.10 Burning buildings for firefighting instruction or research
- 35.11 Impersonating fire safety inspector
- 35.12 Standards for equipment
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- 35.31 Establishment
- 35.32 Membership; vacancies
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### **Section**

- 36.01 Definitions
- 36.02 Nonliability of municipality; exceptions
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- 36.04 Limitation of actions
- 36.05 Damages
- 36.06 Satisfaction of judgments
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- 36.08 Liability insurance
- 36.09 Certain actions unaffected
- 36.10 Certain charges against municipal officers filed with Probate Judge; proceedings

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## TITLE V: PUBLIC WORKS

[Reserved]

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## TITLE VII: TRAFFIC CODE

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#### Section

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- 70.02 Compliance with order of police officer
- 70.03 Emergency vehicles to proceed cautiously past red or stop signal
- 70.04 Exceptions generally; emergency, public safety and coroner vehicles exempt
- 70.05 Persons riding or driving animals upon roadways
- 70.06 Prohibitions against pedestrians and slow-moving vehicles on freeways
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- 70.12 Removal of vehicles after accidents

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- 70.31 Signal lights
- 70.32 Signals over reversible lanes
- 70.33 Ambiguous or non-working traffic signals
- 70.34 Pedestrian-control signals
- 70.35 Unauthorized signs and signals prohibited
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#### Section

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- 71.01 Display of license plates or validation stickers; registration
- 71.02 Improper use of noncommercial motor vehicle
- 71.03 Operating motor vehicle ordered immobilized; forfeiture
- 71.04 Operation or sale without certificate of title
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- 71.21 Permitting minor to operate vehicle prohibited; temporary instruction permit; probationary license
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- 71.23 Employment of a minor to operate a taxicab prohibited
- 71.24 Restriction against owner lending vehicle for use of another
- 71.25 Suspension of driver's licenses; license suspended by court of record
- 71.26 Display of license
- 71.27 Prohibition against false statements
- 71.28 Driving under suspension or in violation of license restriction
- 71.29 Operating motor vehicle or motorcycle without valid license
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- 71.31 Driving under financial responsibility law suspension or cancellation; driving under a nonpayment of judgment suspension
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- 71.46 Use of actual gross weight in lieu of rating
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- 71.48 Prerequisites to operation of commercial motor vehicle
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- 71.50 Criminal offenses
- 71.51 Application of federal regulations
- 71.52 Employment of drivers of commercial vehicles
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### **Section**

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- 72.002 Driving through safety zone
- 72.003 Vehicles traveling in opposite directions
- 72.004 Rules governing overtaking and passing of vehicles
- 72.005 Permission to overtake and pass on the right
- 72.006 Driving to left of center line
- 72.007 Prohibition against driving upon left side of roadway
- 72.008 Hazardous zones
- 72.009 One-way highways and rotary traffic islands
- 72.010 Rules for driving in marked lanes
- 72.011 Space between moving vehicles
- 72.012 Divided roadways
- 72.013 Rules for turns at intersections
- 72.014 U-turns and turning in roadway prohibited
- 72.015 Starting and backing vehicles
- 72.016 Turn and stop signals
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- 72.032 Right-of-way at through highways; stop signs; yield signs
- 72.033 Stop at sidewalk area; stop signs on private roads and driveways
- 72.034 Right-of-way on public highway
- 72.035 Pedestrian on sidewalk has right-of-way
- 72.036 Right-of-way of public safety vehicles
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- 72.091 Violation of regulations; report; investigation; citation; warning
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- 72.115 Obstruction and interference affecting view and control of driver
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- 72.117 Driving upon closed highway prohibited
- 72.118 Driving upon sidewalk area or paths exclusively for bicycles
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- 72.123 Transporting child not in child-restraint system prohibited
- 72.124 Occupant restraining devices
- 72.125 Use of engine brakes prohibited
- 72.126 Operating motor vehicle while wearing earphones or earplugs
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- 72.128 Operating traction engine upon improved highway
- 72.129 Cracking exhaust noises; peeling out
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- 73.03 Physical control of vehicle while under the influence
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- 73.05 Reckless operation of vehicles
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- 73.07 Operator to be in reasonable control
- 73.08 Immobilizing or disabling device violation
- 73.09 Street racing defined; prohibited on public highways
- 73.10 Speed limits
- 73.11 Slow speed or stopping
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- 73.30 Failure to stop after accident
- 73.31 Stopping after accident on other than public roads or highways
- 73.32 Accident involving damage to realty
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- 74.02 Bumpers on motor vehicles
- 74.03 Lighted lights required
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- 74.05 Tail lights and illumination of rear license plate
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- 74.07 Safety lighting of commercial vehicles
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- 74.18 Number of lights permitted; red and flashing lights
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- 74.22 Focus and aim of headlights
- 74.23 Brake equipment; specifications
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- 74.32 Directional signals
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- 74.52 All loads shall be properly secured
- 74.53 Towing requirements; exception to size and weight restrictions
- 74.54 Weighing of vehicle; removal of excess load
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- 75.02 Operation of motorized bicycle
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- 76.04 Parking prohibitions
- 76.05 Parking near curb; privileges for persons with disabilities
- 76.06 Parking on private property in violation of posted prohibition
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- 76.08 Truck loading zones
- 76.09 Bus stops and taxicab stands
- 76.10 Parking in alleys and narrow streets; exceptions
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### **Section**

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- 90.03 Unavoidable escapes
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- 90.21 Injuring animals
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- 90.24 Animal fights
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- 90.28 Nuisance, dangerous and vicious dog defined; transfer of ownership certificate; form stating dog's prior behavior
- 90.29 Failure to register dog or dog kennel
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**Section**

***Parks and Recreation***


- 150.01 Recreation Board
- 150.02 Board of Park Trustees

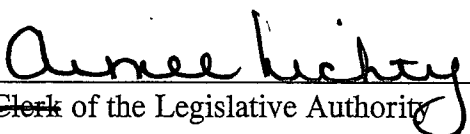
***Planning and Zoning***

- 150.15 Planning Commission
- 150.16 Board of Zoning Appeals

## CERTIFICATION OF CODIFIED ORDINANCES

We, Ray DeLong, Mayor, and Aimee Lichty <sup>Fiscal Officer</sup> ~~Clerk~~ of the Legislative Authority, of the Municipality of Antwerp, Ohio, pursuant to Ohio Revised Code §§ 731.23 and 731.42, hereby certify that the general and permanent ordinances of the Municipality, as revised, rearranged, compiled, renumbered as to sections, codified and printed herewith in component codes and titles are correct as and constitute the Code of Ordinances for the Municipality of Antwerp, Ohio.

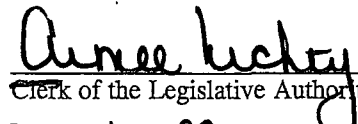
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
~~Clerk~~ of the Legislative Authority  
Fiscal Officer

This summary of contents has been verified and authorized for publication by the Legislative Authority of the Municipality of Antwerp, Ohio.

Signed:

  
Mayor

  
Clerk of the Legislative Authority  
Fiscal officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 62235

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

(B) The repeal provided above shall not affect:

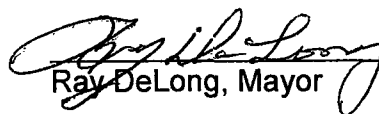
- (1) The grant or creation of a franchise, license, right, easement or privilege;
- (2) The purchase, sale, lease or transfer of property;
- (3) The appropriation or expenditure of money or promise or guarantee of payment;
- (4) The assumption of any contract or obligation;
- (5) The issuance and delivery of any bonds, obligations or other instruments of indebtedness;
- (6) The levy or imposition of taxes, assessments or charges;
- (7) The establishment, naming, vacating or grade level of any street or public way;
- (8) The dedication of property or plat approval;
- (9) The annexation or detachment of territory;
- (10) Any legislation enacted subsequent to the adoption of this Ordinance; and
- (11) Any legislation enacted prior to the adoption of this Ordinance and said legislation was enacted to supersede prior ordinances adopted by the Council of the Village, including a provision contained in prior versions of the Ohio Basic Code.

**Section 4.** Whenever reference is made in any documents, publications, or signs of the Village, including but not limited to traffic tickets and traffic-control signs, to a section as it existed in a former edition of the Ohio Basic Code, the reference shall extend and apply to the section referred to as subsequently amended, revised, recodified, or renumbered.

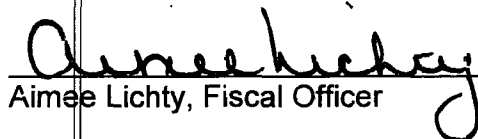
**Section 5.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 6.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health safety and general welfare of the people of the Village, and shall take effect at the earliest date provided by law.

Date Passed: Feb 19, 2020

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-05

**AN ORDINANCE ADOPTING THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, INCLUDING ANY AND ALL AMENDMENTS THERETO AND ALL APPLICABLE STATEMENTS ATTACHED THERETO, FOR CALENDAR YEAR 2020, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp desires to adopt the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for the Village of Antwerp, Ohio, to be in effect for calendar year 2020.

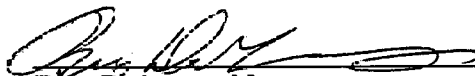
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Village of Antwerp, Ohio, adopts the Personnel Manual, including any and all amendments thereto and all applicable statements attached thereto, for calendar year 2020. The Personnel Manual, including any and all amendments thereto and all applicable statements, is kept in the office of the Fiscal Officer.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason to adopt the Personnel Manual for calendar year 2020, and this Ordinance shall take effect and be in force immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 1-15-2020

  
Ray DeLong, Mayor

Attest:

  
Aimee Lichty, Fiscal Officer

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION  
AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE  
CORPORATE LIMITS OF THE VILLAGE OF ANTWERP, OHIO**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of March, 2020, by and between the Village of Antwerp, Ohio with its offices located at 118 North Main Street, Antwerp, Ohio 45813, through its Village Administrator (hereinafter the "Village"), and Real Waste Disposal LLC (an Ohio limited liability company) whose principal place of business is located at 8687 Road 177, Oakwood, OH 45873 (hereinafter the "Contractor").

**WITNESSETH**

**WHEREAS**, the Village of Antwerp, Ohio has determined that it is in the best interests of the Village and its residents to provide for the collection, transportation and disposal of residential solid waste;

**WHEREAS**, on January 8, 2020, and January 15, 2020, the Village invited, through advertisement in the West Bend News, qualified bidders to submit bids to provide residential solid waste collection, transportation and disposal to licensed facilities;

**WHEREAS**, on March 16, 2020, following the official opening of bids by the Village Administrator and consideration of bids for the Required Services, the Village Council determined that the Contractor was the lowest and best bidder and approved the award of a contract to the Contractor;

**WHEREAS**, the Village, by Ohio Revised Code Section 731.141 and by motion of the Council for the Village, on the 16<sup>th</sup> day of March, 2020, authorized the Village Administrator to enter into this Agreement; and

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the Village and the Contractor incorporate the foregoing recitals and hereby agree as follows:

**ARTICLE I - AGREEMENT AND TERM**

- 1.1 **Term:** The term of this Agreement shall be for a one (1) year period beginning on April 1, 2020, and ending on March 31, 2021. The Village may, in its sole discretion, extend the Agreement for four (4) successive one (1) year periods. The Village shall state its intention to renew the Agreement in writing no later than ninety (90) days prior to the date the Agreement would terminate.
- 1.2 **Exclusive Contract:** The Village grants to the Contractor the exclusive right to collect all Residential Waste within the corporate limits of the Village and transport such wastes to a licensed solid waste landfill or solid waste disposal facility, and the Contractor agrees to collect, transport and deliver all such wastes generated in the Village for such term in accordance with the provisions of these specifications.
- 1.3 **Agreement:** During the term of this Agreement, and on the terms and conditions contained herein, the Village hereby grants the Contractor a license and privilege within the territorial jurisdiction of the Village to provide for the Regular Weekly

Collection Service of all Acceptable Waste and the collection of Bulky Waste generated by Residential Customers and Public Buildings and Locations within the Village of Antwerp. The Contractor hereby agrees to provide the equipment, materials, maintenance, labor, record keeping and reporting and incidentals as may be required by this Agreement and all other services and obligations identified in the Bid Documents.

- 1.4 **Applicable Law:** This Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio.

## ARTICLE II - DEFINITIONS

When used herein the following words and terms shall have the meanings as set forth and defined as follows:

- 2.1 **"Administrator"** means the Village Administrator of the Village of Antwerp.
- 2.2 **"Acceptable Waste"** means that portion of Solid Waste that is disposed of by a Residential Customer located within the Village which is appropriate for delivery to a solid waste facility, but does not include any Hazardous Waste, or Unacceptable Waste. If any governmental agency or unit having appropriate jurisdiction determines that substances which are not, as of the date of this request for proposals, considered harmful, toxic, or dangerous, subsequently determines that the same are in fact harmful, toxic or dangerous or are hazardous or harmful to health, then any such substances or materials shall thereupon constitute Hazardous Waste or Unacceptable Waste for purposes of this definition.
- 2.3 **"Agreement"** means the Agreement for the collection, transportation and disposal of residential solid waste and all the exhibits attached thereto, by and between the Successful Bidder and the Village.
- 2.4 **"Bid"** means a complete and properly signed proposal to provide the Required Services in accordance with the Bid Documents and the sum stipulated therein.
- 2.5 **"Bidder"** means the person or entity who submits a Bid.
- 2.6 **"Bagged Trash"** means any acceptable waste contained in any plastic 30-gallon bag with the top being secured shut, capable of holding 40 pounds without tearing or ripping when lifted from the top.
- 2.7 **"Bid Documents"** means and includes the following documents: Legal Notice-Invitation to Bid; Instructions to Bidders; Bid Form; Bid Bond; Non-Collusion Affidavit; Corporate Authorization Affidavit; Personal Property Taxes Affidavit; Qualifications Statement; Equipment Statement; and Agreement.
- 2.8 **"Bulky Waste"** means oversize or bulky items exceeding twenty (20) pounds in weight, such as small appliances (vacuum cleaners, televisions, VCRs), furniture (mattresses, box springs, chairs, tables, etc.), cardboard cartons with material in them in a dry condition and capable of being picked up without the bottom tearing out, and other similarly sized household items. The following items are prohibited



and will not be collected: Construction and Demolition Debris, railroad ties, building materials, concrete, rocks, bricks and stone debris, tires, car batteries, motor blocks, transmissions, any automobile parts (including automobile body parts), pressure containers, appliances containing Freon (including refrigerators, freezers and air conditioners), propane and gas tanks, ashes, wet paint, carpet and carpet padding, Hazardous Waste, yard waste, trees, shrubs, and Unacceptable Waste.

- 2.9 **"Bulky Waste Collection Service"** means Village clean-up, once a month, whereby residents of the Village may dispose of Bulky Waste. In order to participate in this collection, Bulky Waste must be placed adjacent to the street by 6:00 a.m. the day of the scheduled pickup and is limited to Regular Weekly Collection Service (the equivalent of four (4) 30-gallon plastic bags up to 40 lbs. each or two (2) 30-35 gallon garbage cans containing bagged trash or a 90 gallon toter containing bagged trash from each Residential Unit per week) plus up to but not more than four (4) items of Bulky Waste. There will be no callbacks or extensions of the pickup date. It will be the responsibility of the property owner to dispose of materials not collected because they were set out too late, or on the wrong day, or did not follow the regulations stated herein. The Village and/or Contractor shall not accept responsibility for lost or misplaced items.
- 2.10 **"Collection of Alley or Curbside"** means the area that Acceptable Waste shall be placed for collection. The main point of collections shall be defined as along side the curb of the resident's street address. Any other location must be pre-approved by the Village Administrator, including the alleys. The Village shall provide to the Contractor a current list of all residences requiring service other than their street address. This list shall be updated with regard to any changes and the Contractor shall be notified of these changes. The changes will become effective the first pick up date of each month. The Contractor must utilize a vehicle with a loaded weight of 12,000 pounds or less for alley collection at the same price as the curbside service.
- 2.11 **"Construction and Demolition Debris"** means those materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. Construction and Demolition Debris does not include materials identified or listed as solid wastes or hazardous waste pursuant to Chapter 3734. of the Revised Code and rules adopted under it; materials from mining operations, nontoxic fly ash, spent nontoxic foundry sand, and slag; or reinforced or nonreinforced concrete, asphalt, building or paving brick, or building or paving stone that is stored for a period of less than two years for recycling into a usable construction material.
- 2.12 **"Container"** means any plastic bag or trashcan containing bagged trash or toter containing bagged trash that shall be placed at the alley, curbside, or edge of the right-of-way, and shall be visible from the point of pick-up for the Residential Unit.
- 2.13 **"Contractor"** means the person, firm or corporation that is awarded a contract to provide the Required Services.

- 2.14 **"Equipment"** means any and all vehicles provided and used by the Contractor to provide the Required Services; such vehicles shall be modern, all steel, enclosed, packer-type trucks unless otherwise approved in writing by the Administrator, and shall possess valid licenses and registrations as may be required by any governmental agency that may require such vehicles to obtain a license or registration. The Contractor shall provide the necessary facilities for the thorough cleaning and maintenance of the Equipment and shall keep the same in a clean, sanitary and safe operating condition at all times.

**"Alley Equipment"** means vehicles serving alleys must have a loaded weight that does not exceed 12,000 pounds.

- 2.15 **"Hazardous Waste"** means any waste which, by reason of its listing, composition or characteristics is a hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980) and related federal, state and local laws and regulations, or in any additional or substitute federal, state or local laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes, as any of the foregoing is from time-to-time amended or replaced.
- 2.16 **"Holiday"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2.17 **"Multiple Family Residence"** means the grouping together of three or more Residential Units in the same structure and shall constitute a commercial customer not covered by this Agreement. Mobile home parks shall be included in the definition of Multiple Family Residence and shall constitute a commercial customer not covered by this Agreement.
- 2.18 **"Public Buildings and Locations"** means the following grounds and facilities that are owned and operated by the Village or within the Village's corporate limits: waterworks facility located at 109 Water Plant Drive, Antwerp, Ohio 45813.
- 2.19 **"Regular Weekly Collection Service"** means the regularly scheduled (2) two-day collection service for Acceptable Waste that is provided by the Contractor to all Residential Units and Public Buildings and Locations according to a schedule that has been approved by the Administrator. The Regular Weekly Collection Service shall take place between 6:00 a.m. and 7:00 p.m. and is limited to the equivalent of four (4) 30-gallon plastic bags up to 40 lbs. each or two (2) 30-35 gallon garbage cans containing bagged trash or a 90 gallon toter containing bagged trash from each Residential Unit per week.
- 2.20 **"Required Services"** means the Regular Weekly Collection Service of all Acceptable Waste and the Bulky Waste Collection Service of Bulky Waste generated by Residential Units, and Public Buildings and Locations within the Village of Antwerp, Ohio, the providing of Equipment, materials, maintenance, labor, record keeping and reporting, as may be required by this Agreement, and all other incidentals to perform all of the Required Services listed above and the

services and obligations identified in the Bid Documents.

- 2.21 **"Residential Customer"** means a householder(s), owner(s), or occupant(s) of a Residential Unit or Two-Family Residence who will be receiving Required Services as contemplated by this Agreement.
- 2.22 **"Residential Unit"** means a structure that is used as a home, residence, or sleeping place by a person, persons, or family who maintain a common household. A Residential Unit does not include a Multiple Family Residence nor an apartment or apartments in a building or structure that is used commercially or intended to be used commercially nor mobile home parks.
- 2.23 **"Residential Waste"** means all Acceptable Waste generated by Residential Customers and Public Buildings and Locations within the Village of Antwerp, Ohio.
- 2.24 **"Solid Waste"** means all of that waste that is ordinarily and customarily generated by the Village and its Residents and permitted for disposal in licensed solid waste landfills or processed at solid waste disposal facilities as permitted under Ohio law, as now existing or as hereafter amended. Unless otherwise restricted under Ohio law, Solid Waste shall include all of the accumulated waste and refuse placed for disposal for Bulky Waste Collection Service which shall occur no more than twelve (12) times during any calendar year. Solid waste does not include any material that is:
- a. a hazardous waste or infectious waste as those terms are defined by the Ohio Environmental Protection Agency ("OEPA");
  - b. material from construction or demolition operations, which would be deliverable to a facility, licensed and/or permitted pursuant to Chapter 3714 of the Ohio Revised Code;
  - c. scrap tires;
  - d. source-separated yard waste deliverable to a compost facility licensed or registered by OEPA; or
  - e. source-separated recyclables that are deliverable to a legitimate recycling facility.
- 2.25 **"Successful Bidder"** means the lowest and best bidder to whom the Village makes an award.
- 2.26 **"Unacceptable Waste"** means the following: that portion of Solid Waste which is not permitted by the solid waste disposal facility or facilities or by applicable law to be delivered or disposed of at the solid waste disposal facility or facilities; medical waste; ashes; foundry sand; asbestos, sealed drums/barrels; motor vehicles, marine vessels, agricultural machinery, other types of machinery, and large parts thereof; and liquid wastes. Unacceptable Waste also includes items that are too large to be collected as Bulky Waste, Construction and Demolition Debris, nuclear or radioactive materials to the extent they do not constitute Hazardous Wastes,

and any other material that threatens public peace, health or safety, including but not limited to, infectious waste, pathological or biological waste, septic, cesspool, human/animal remains, cleaning fluids, crankcase oils, cutting oils, paints, paint cans or solvents that are in liquid form, acids, caustics, poisons, explosives, drugs, yard debris, trees and shrubs.

2.27 **"Village"** means the Village of Antwerp, Ohio.

### **ARTICLE III - CONTRACTOR'S RESPONSIBILITIES**

- 3.1 **Residential Collection:** The Contractor shall provide Regular Weekly Collection Service of Residential Waste from each Residential Unit that has set out a Container or Containers at the curbside, alley or right-of-way for pick-up on the regularly scheduled weekly collection day. The Contractor shall, weekly, provide for solid waste collection from each Public Building and Locations. The Contractor shall also provide Bulky Waste Collection Service twelve (12) times each calendar year from each Residential Unit and Public Building and Locations that has set out Bulky Waste.
- 3.2 **Suspended Residential Collection:** The Village will contact the Contractor and provide at least one (1) week advance notice by mail or by hand delivery to the Contractor that a Residential Unit Regular Weekly Collection Service shall be suspended for a Residential Customer and identify the applicable weeks of such suspension. Said Residential Unit Regular Weekly Collection Service may be suspended only if the Residential Customer will not be occupying the premises at issue for thirty (30) or more continuous days in duration.
- 3.3 **Holiday Collection:** Should Regular Weekly Collection Service not be made on any Holiday, the Contractor shall make the necessary arrangements to collect all Acceptable Waste that is scheduled for collection on that day to be collected on the day after said Holiday.
- 3.4 **Notice of Collection:** The Contractor shall give initial notice of the Regular Weekly Collection Service and any subsequent change in the Regular Weekly Collection Service by publication of such notice twice (2x) in a newspaper of general circulation in the Village of Antwerp, and by mail or by hand delivery to each Residential Unit at least one (1) week in advance. The Contractor shall give notice of the Bulky Waste Collection Service by publication of such notice twice (2x) in a newspaper of general circulation in the Village of Antwerp, and by mail or by hand delivery to each Residential Unit at least two (2) weeks in advance. The above notice is required upon initial service of contract and any change of pickup date thereafter, except Holiday Collection.
- 3.5 **Care and Diligence:** If upon arrival for weekly pickup, it is evident that dogs or animals have torn the bag or bags, Contractor personnel shall pick up the torn bag. If this condition persists, at any one stop, the Contractor shall notify the Residential Unit of the condition and the Residential Unit will be responsible in protecting the bags or use a garbage can or toter. If the Residential Unit fails to do so, the Contractor may refuse to pickup any torn bags in the future.

- 3.6 **Equipment:** The Contractor shall furnish all Equipment necessary to provide the Required Services set forth herein and shall keep the Equipment in a clean, sanitary and safe operating condition at all times. All such Equipment may be inspected from time to time by the Village Administrator to determine that the same are clean, sanitary and in safe operating conditions; however, such a determination shall not constitute a representation by the Village Administrator that the Equipment is safe. Any Equipment that in the exercise of the Village Administrator's sole discretion is not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until it has been cleaned and/or repaired to the satisfaction of the Village Administrator.
- 3.7 **Transportation and Disposal of Waste to a Licensed Solid Waste Landfill or Solid Waste Disposal Facility:** The Contractor shall transport all Residential Waste and Bulky Waste collected under these specifications to a licensed solid waste landfill or solid waste disposal facility. The Contractor shall be responsible for all charges, costs, fees and expenses incurred at and charged by the disposal facility for delivery of the collected wastes to the solid waste disposal facility.
- 3.8 **Collection Service to Public Buildings and Locations:** The Contractor shall collect all Acceptable Waste generated by all Public Buildings and Locations within the corporate limits of the Village of Antwerp, Ohio, upon such schedules that shall properly serve those facilities, and transport such wastes to a licensed solid waste landfill or solid waste disposal facility. No fee shall be charged to those buildings and locations, notwithstanding the frequency of collections which may be required or the volume or nature of the waste collected. This paragraph does not apply to the Hazardous Waste or Unacceptable Waste generated at such buildings and locations.
- 3.9 **Data Collection and Reporting:** The Contractor shall obtain weight slips for each load of Residential Waste at the time of delivery to the Solid Waste Disposal Facility. Copies of such weight slips shall be forwarded to the Village on a quarterly basis.
- 3.10 **Employees:** The Contractor agrees that upon written notice by the Administrator that an employee of the Contractor who is actually engaged in providing collection services under these specifications is providing said services in a manner that is unsatisfactory to the Village, the Contractor shall instruct such employee on the proper procedures for collection. Upon written notice by the Administrator that an employee has repeatedly failed to provide the collection services in a satisfactory manner, the Contractor shall remove and replace that employee.
- 3.11 **Service and Complaints:**
- a. The Contractor shall maintain a local telephone number for the receipt of toll-free service calls or complaints from Residential Customers, and shall be open to take such calls on all working days between the hours of 8:30 AM and 4:30 PM, Monday through Friday. The Contractor shall, before the last truck leaves for the solid waste disposal facility at the end of each collection day, contact the Administrator's Office to determine if any complaints have been received. All complaints shall be given prompt and

courteous attention, and in the case of missed collections, the Contractor shall investigate and if verified, shall arrange for collection within twenty-four (24) hours after the complaint was received.

- b. Should the Contractor fail to collect, remove or properly dispose of the Acceptable Waste as herein provided for in accordance with the terms of the Contract Documents for the period of four (4) days, the Administrator may, in his/her sole discretion, cause such Acceptable Waste to be removed, and any and all expenses incurred by the Village shall be charged against the Contractor. If a failure on the part of the Contractor to collect, remove or dispose of the Acceptable Waste for a period of beyond ten (10) days, and provided such failure is not due to strikes or acts of God, or other causes beyond the Contractor's control, the Contractor hereby agrees to forfeit all Bonds posted by the Contractor.

- 3.12 **Breach of Contract:** Upon the failure of the Contractor to comply with any terms and conditions of the Agreement, the Administrator may revoke the said Agreement in the following manner: the Administrator shall file a written complaint of failure of performance for any such material neglect or breach with the Village Council at any regular session and on the same day shall mail copy of said complaint to the Contractor by certified mail, return receipt requested. If the Council determines, at the next regularly scheduled Council meeting after the complaint is filed, by a two-thirds vote that said violation has not ceased or satisfactory arrangements for correction have not been made, then the Agreement shall be revoked and canceled because of such failure or neglect, and the Agreement shall be, within thirty (30) days from said findings, declared null and void by the Administrator.

In the event of termination, the Surety shall have the right to take over performance of the Agreement provided, however, that if the Surety does not commence performance thereof by the effective date of the termination of the Agreement, the Village shall take over the Required Services at the expense of the Surety. In the event the Village takes over the Required Services, the Contractor shall be responsible to furnish the Village with the Equipment needed to operate the collection service at the Contractor's expense until the Village can make arrangements to continue to work by another agreement, by the Surety, or by other means.

Neither the Contractor nor the Village shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.

- 3.13 **Surety Bond or Letter of Credit:** The Contractor shall be required to furnish a Surety Bond or Letter of Credit for the faithful performance of the Agreement. Said Bond or Letter of Credit shall be executed by a responsible surety company or bank authorized to do business in the State of Ohio and to be in an amount of three (3) months of the total bid price. Said Surety Bond or Letter of Credit shall be renewed at the end of the first year if the option to extend the amount for one (1) additional year is exercised, and at the end of the second year if the option to

extend the contract for a third year is exercised, and at the end of the third year if the option to extend the contract for a fourth year is exercised, and at the end of the fourth year if the option to extend the contract for a fifth year is exercised. In the event of a legal determination of breach of the Agreement, said Surety Bond or Letter of Credit shall be forfeited as Liquidated Damages.

3.14 **Waiver of Claims:** It is understood by the bidder that the submission of a bid for collection of Residential Waste within the Village shall constitute a mutual waiver of any claims for damages, compensation or breach of contract which may arise from any Ordinance and all prior contracts with the Village.

3.15 **Insurance:** The Contractor shall furnish, and keep in full force and effect throughout the Term, and any renewal term, such insurance as will protect the Contractor and the Village from any claims which may arise out of or as a result of the Contractor's performance of its obligations hereunder. All such insurance shall include the Village as an additional named insured and shall be carried with responsible companies reasonably acceptable to the Village. All such policies shall provide for at least thirty (30) days notice of cancellation to the Village. No later than sixty (60) days prior to the Commencement Date, the Contractor shall furnish the Village with a Certificate of Insurance indicating the AM Best Rating and showing all such insurance to be in full force and effect. Such insurance shall include:

- a. Workers Compensation. Worker's compensation insurance under the laws of the State of Ohio.
- b. General Liability Insurance. Commercial general liability coverage including premises, operations and broad form property damage coverage, with limits of at least \$1,000,000 per occurrence.
- c. Vehicle Insurance. Vehicle and automobile liability insurance with limits of at least \$1,000,000 per occurrence.
- d. Casualty Insurance. Casualty insurance insuring the vehicles and all of the equipment used by the Contractor against loss or damage by fire, lightning, vandalism, malicious mischief and all other perils customarily insured against with a uniform standard extended coverage endorsement, in an amount not less than the full replacement value of such equipment.

Note: Any bidder who plans to obtain insurance in amounts greater or better than those specified in this Section 3.15 of the Agreement, shall include any and all such insurance policies as part of the sealed bid submitted to the Village Administrator.

3.16 **Performance Assurance:** The Contractor shall immediately report to the Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the Village's own determination that any such notice, order, or obligations exist hereunder, the Village shall have the right to demand adequate assurances from

the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the Village its written response to any such demand. In the event that the Village does not agree that the Contractor's response will provide adequate assurance of future performance to the Village and the Residential Customers, then the Village may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by Contractor, declare the Contractor is in default of its obligations under this Agreement or take such other action the Village deems necessary to assure that the services to be provided herein will be available to the Village and the Residential Customers. The Village shall incur no liability to the Contractor in the event that the Village exercises its rights under this paragraph.

- 3.17 **Assignment of Rights or Liabilities:** Contractor shall not assign any right or liability hereunder without the prior express written consent therefor by the Administrator and affirmation thereof by the Village Council.
- 3.18 **Severability:** In the event that any provision or portion hereof or of any Bid Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Bid Document shall not affect the validity or enforceability of any other provision or portion of any Bid Document.
- 3.19 **Routes:** The Contractor shall establish routes for the collection of Acceptable Waste from Residential Units and Public Buildings and Locations. Once established, these routes cannot be altered without approval of the Administrator. The Contractor shall give initial notice of the collection routes and any subsequent change therein by publication of such notice twice in a newspaper of general circulation in the Village of Paulding, and by mail or by hand delivery to each Residential Unit at least two (2) weeks in advance.
- 3.20 **Hauling:** All Residential Waste collected and transported by the Contractor shall be contained within the collection vehicle such that no material may escape the vehicle during transportation by leaking, spilling, or blowing.

#### **ARTICLE IV - BASIS AND METHOD OF PAYMENT**

- 4.1 **Price Bids:** The unit price bids for Residential Units shall include all labor, material, Equipment, fees, permits, charges, documentation, reporting and all other incidentals to provide all of the Required Services identified in this Agreement for the collection, transportation, and delivery to a solid waste disposal facility of all Residential Waste located within the Village. The Contractor may enter into a special arrangement with any Residential Customer desiring additional collection service.
- 4.2 **Billing and Payment:** The Village shall be responsible for billing and collecting fees for the services provided by the Contractor under this Agreement with the exception that any items collected by the Contractor that exceed the Regular Weekly Collection Service and/or Bulky Waste Collection Service limits set forth herein shall be the responsibility of the Residential Customer and the Contractor



agrees to bill the Residential Customer and collect such additional fees. The Village shall pay the Contractor once each month for the services provided by the Contractor pursuant to this Agreement, based upon estimated collections. The Village and the Contractor agree that once every three months, the parties will reconcile the amount the Village paid to the Contractor based on estimated collections to the amount that is to be paid based upon actual collection. The Contractor shall be responsible for auditing the Village's official list of Residential Units receiving collection services and reconciling it with the Contractor's record of collections. The Village's determination of collections shall be controlling in the event the parties' records do not agree. The present estimate of Residential Units receiving collection services is approximately 573 Residential Units with approximately 568 Residential Units receiving standard curbside service and approximately five (5) Residential Units receiving alley service. The parties agree that a Residential Unit will be not charged during a suspended period of Regular Weekly Collection Service, which period must be for a continuous duration of thirty (30) days or more.

- 4.3 **Price Increases Due to Taxes and Fees:** Upon renewal of this agreement, the rate charged by the Contractor for each Residential Unit receiving Regular Weekly Collection Service may be increased by the actual cost of living index for the Northwest Ohio area, if available, but any such rate increase may not exceed three percent (3%). Notwithstanding the foregoing limitations on price increases, the Contractor shall be permitted to increase the unit price for Residential Units for the purpose of passing on to the Residential Units increases in federal, state, local or other taxes and governmentally-imposed fees that may be imposed upon the collection, transportation or disposal of Solid Waste during the contract period. Any such price increases shall become effective thirty (30) days after written notice has been provided to the Village and the Contractor has advertised notice of the increase in the local newspaper in the Village of Antwerp, the West Bend News.
- 4.4 **Modification due to fuel adjustments:** It is understood by the Village and the Contractor that the bid price submitted by the Contractor may be based on the current price of fuel on a per gallon cost to the Contractor at the time that the bid was submitted. It is also understood that the fluctuation of these fuel costs is beyond the individual or mutual control of the Village and the Contractor and that said fuel costs may increase or decrease during the time of this contract. To avoid unfairness, it is agreed by the Contractor and the Village that the bid price on which a Contract is entered into under these specifications may be modified as follows:
- a. Six (6) months from the effective date of the contract signed by the parties the Contractor and the Village, at the initiative of either party, may enter into negotiations to renegotiate the bid price submitted by the Contractor to adjust for increases and decreases which have occurred in the cost of fuel per gallon to the Contractor since submission of the bid.
  - b. Either party will have a fourteen (14) day window within which to submit their request for renegotiation to the other party, said request to be sent by certified mail, return receipt requested.

c. In order to facilitate the renegotiation process each party shall have a fuel cost base rate upon which a renegotiated fuel cost will be determined as follows:

(1) On the day that bids are due from the Contractor the Village will establish a base rate for the cost of fuel by determining the average of the cost of fuel at the two (2) service stations located in the Village.

(2) When submitting a bid proposal, the Contractor will have the opportunity to list its base rate for the cost of fuel on its bid form. In the event that the Contractor fails to complete the base fuel costs portion of the initial bidding documents then the Contractor will have relinquished all right to renegotiate fuel costs for the balance of the contract year.

The base rates established by the procedure set forth in paragraphs (1) and (2) above will represent the starting point for any fuel cost renegotiation to be entered into by and between the Village and the Contractor.

d. In the event that the Village and the Contractor are unable to negotiate a mutually acceptable fuel cost figure then the fuel cost set forth in the Contractor's initial bid shall remain in effect.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Antwerp, Ohio, as of this 30 day of March, 2020.

WITNESSES:

April H. Stalder  
Aimee Kieck

Jennifer D. Day  
Misty D. Reinhardt

VILLAGE OF ANTWERP, OHIO

By: John A. Kuehn  
Village Administrator

CONTRACTOR

By: [Signature]

Printed Name: Ryan Cassiter  
Its: member

Approved as to Form:

Melanie A. Fair  
Village Solicitor

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS (MUTUAL) INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66342106

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

*Denise Williams*

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires March 10, 2022

*Susan E. Theisen*

Susan E. Theisen

Notary Public



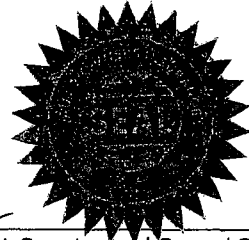
STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 27th day of January, 2020

*William F. Woodbury*

William F. Woodbury, First Vice President, Secretary and General Counsel



**BID GUARANTY AND CONTRACT BOND**

66342106

**SECTION 153.571 OHIO REVISED CODE**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned REAL WASTE DISPOSAL LLC PO BOX 8 OAKWOOD, 45873-0008

(Name and Address)

as Principal and Auto-Owners (Mutual) Insurance Company as Surety, are hereby held and firmly bound unto VILLAGE OF ANTWERP 503 W RIVER ST, ANTWERP 45813-9441

hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on 01/29/2020 to undertake the project known as: GARBAGE CAN PICK UP

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of \_\_\_\_\_

(If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's bid, including alternates. Alternately, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

Signed this 27TH day of JANUARY, 2020. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that where the above named Principal has submitted a bid for GARBAGE CAN PICK UP

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the Oblige accepts the bid of the Principal and the Principal within ten days after the warding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

Now also, if the said REAL WASTE DISPOSAL LLC shall well and faithfully perform the things agreed by REAL WASTE DISPOSAL LLC to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this bond.

PRINCIPAL:

REAL WASTE DISPOSAL LLC

By:                     

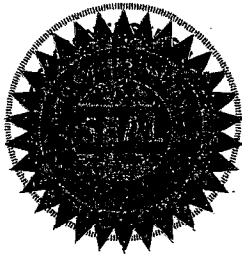
Title: Member

SURETY:

Auto-Owners (Mutual) Insurance Company

By: Paul D. Oppenlander  
Attorney-in-Fact

Paul D. Oppenlander



SURETY COMPANY ADDRESS:

6101 ANACAPRI BLVD

Street

LANSING

City

MI

State

48917-3968

Zip ..

SURETY AGENT'S ADDRESS:

STAHL STOLLER MEYER INSURANCE CENTER

Agency Name

PO BOX 178

Street

PAULDING

City

OH

State

45879-0178

Zip



Bond Number 66342106

# ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 27TH day of JANUARY, 2020, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners (Mutual) Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Susan E. Theisen

Notary Public in the State of Michigan  
County of Kent

**SUSAN E. THEISEN**  
**NOTARY PUBLIC-STATE OF MICHIGAN**  
**COUNTY OF KENT**  
My Commission Expires March 10, 2022  
Acting in the County of Eaton

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-06

### **AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR OF THE VILLAGE OF ANTWERP, OHIO, TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTWERP, OHIO**

**WHEREAS**, the Village of Antwerp, Ohio ("Village"), by its duly appointed Council, determined it to be in the best interest of the residents of the Village to provide for the collection, transportation and disposal of residential solid waste by one provider; and

**WHEREAS**, the Village Council passed Ordinance No. 2019-16 declaring its official intent that the collection and removal of residential solid waste be let for bid; and

**WHEREAS**, the Village advertised for bids to be submitted for the work required to perform the necessary labor, services, and materials for the collection, transportation, and disposal of residential solid waste; and

**WHEREAS**, the Village Administrator provided the tabulation of bids to the Village and recommended that the Village award the contract to the low bidder; and

**WHEREAS**, Real Waste Disposal LLC, 8687 Road 177 Oakwood, OH 45873, submitted the lowest and most responsive bid in the amount of \$106.20 per residential unit per year, with an estimate of 573 residential units in the Village of Antwerp, equaling to \$60,852.60 for one year.

### **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

Section 1. That the Village hereby awards the contract to Real Waste Disposal LLC, 8687 Road 177 Oakwood, OH 45873, to perform all necessary work for the collection, transportation, and disposal of residential solid waste in the Village of Antwerp, Ohio, said contract to commence on April 1, 2020.

Section 2. That the Village Administrator of the Village of Antwerp is authorized to enter into a contract, along with any and all necessary documents ancillary to this contract, with Real Waste Disposal LLC, who provided a bid in the amount of \$60,852.60 to provide the services identified herein for one year.

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

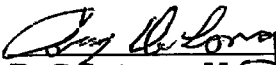
RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

Section 4. This Ordinance shall take effect and be in force after the earliest period allowed by law.

Enacted this 16 day of March, 2020

  
Ray DeLong, Mayor of the  
Village of Antwerp

ATTEST:

  
Aimee Lichty, Fiscal Officer

First Reading: Feb 19, 2020

Second Reading: Mar 2, 2020

Third Reading: Mar 16, 2020



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2020-07

**AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2012-18  
ESTABLISHING A REASONABLE METHOD TO PROVIDE NOTICE OF THE TIME  
AND PLACE OF REGULARLY SCHEDULED MEETINGS AND TIME, PLACE AND  
PURPOSE OF SPECIAL AND EMERGENCY MEETINGS FOR THE VILLAGE OF  
ANTWERP, OHIO, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp previously enacted Ordinance No. 2012-18 establishing a reasonable method to provide notice of the time and place of regularly scheduled meetings and time, place and purpose of special and emergency meetings for the Village of Antwerp, Ohio; and

**WHEREAS**, due to the need to update the website address for publishing notices of meetings as established in Ordinance No. 2012-18, Section 1 of Ordinance No. 2012-18 needs amended to set forth the correct website address.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** That Section 1 of Ordinance No. 2012-18 currently reads as follows:

Section 1. The Village establishes a reasonable method to provide notice of the time and place of regularly scheduled meetings and time, place and purpose of special and emergency meetings by publishing notice of these meetings on the Village's website located at the following web address: <http://www.villageofantwerp.com/calendar.htm>. Unless otherwise noted, all public meetings shall be held at the Council Chambers located at 118 North Main Street in the Village of Antwerp, Ohio.

**Section 2.** That Section 1 of Ordinance No. 2012-18 is amended to read as follows:

Section 1. The Village establishes a reasonable method to provide notice of the time and place of regularly scheduled meetings and time, place and purpose of special and emergency meetings by publishing notice of these meetings on the Village's website located at the following web address: <https://www.villageofantwerp.com>. Unless otherwise noted, all public meetings shall be held at the Council Chambers located at 118 North Main Street in the Village of Antwerp, Ohio.

**Section 3.** Previous ordinances and/or any portions thereof, including Section 1 of Ordinance No. 2012-18, and rules of the Village of Antwerp that are not consistent with this Ordinance are hereby set aside, revoked and held for naught.

**Section 4.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S


Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

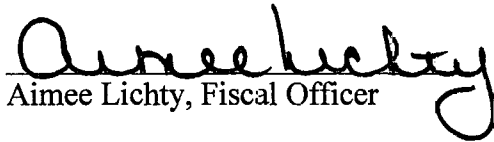
lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that the Village must update the website address to publish notice of the time and place of regularly scheduled meetings and time, place and purpose of special and emergency meetings. This Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 20 day of April, 2020.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## COUNCIL OF THE VILLAGE OF ANTWERP PAULDING COUNTY, OHIO

### RESOLUTION NO. 2020-01

#### A RESOLUTION OF NECESSITY TO LEVY A REPLACEMENT WITH AN INCREASE OF AN EXISTING TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF MAINTAINING AND OPERATING A CEMETERY (R.C. §§ 5705.03, 5705.19(T), 5705.191, 5705.192, and 5705.25)

The Council of the Village of Antwerp, Paulding County, Ohio ("Council"), met in regular session on April 20, 2020, with the following members present:

Rudie Reeb  
Kenneth Reinhart  
Dean Rister  
Mike Rohrs  
Keith West  
Jan Reeb

Keith West moved the adoption of the following Resolution:

#### PREAMBLE

**WHEREAS**, the amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Village of Antwerp, Paulding County, Ohio ("Village"); and,

**WHEREAS**, it is necessary to levy a tax in excess of the ten-mill limitation; and,

**WHEREAS**, the levy would be for the purpose of maintaining and operating a cemetery, said purpose being authorized by R.C. § 5705.19(T); and,

**WHEREAS**, a resolution declaring the necessity of levying a replacement with an increase of an existing tax, pursuant to R.C. §§ 5705.19(T) and 5705.192, outside the ten-mill limitation must be approved and certified to the Paulding County Auditor ("Auditor") in order to permit the Council to consider the levy of such a tax and must request that the Auditor certify to the Council the total current tax valuation of the Village, and the number of mills required to generate a specified amount of revenue, or the dollar amount of revenue that would be generated by a specified number of mills.

#### RESOLUTION

**NOW THEREFORE, BE IT RESOLVED**, by the Council, at least two-thirds (2/3<sup>rd</sup>s) of all of the members of the Council concurring, as follows:

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 5220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

1. The amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Village.
2. It is necessary to levy a tax in excess of the ten-mill limitation.
3. Pursuant to R.C. § 5705.03(B)(1):
  - a. The purpose of the tax is as follows: for maintaining and operating a cemetery.
  - b. The type of levy is as follows:  
\_\_\_\_\_ additional levy  
\_\_\_\_\_ renewal levy: \_\_\_\_\_ increase \_\_\_\_\_ decrease  
\_\_\_\_\_ X replacement levy: \_\_\_\_\_ X increase \_\_\_\_\_ decrease
  - c. The sections of the Revised Code authorizing submission of the question of the tax are R.C. §§ 5705.03, 5705.191, and 5705.25 and the following:  
\_\_\_\_\_ § 5705.19(T) and § 5705.192
  - d. The term of the tax is as follows (in years or continuing):  
\_\_\_\_\_ 5 years
  - e. The territory where the tax is to be levied is as follows:  
\_\_\_\_\_ X \_\_\_\_\_ Upon the entire territory of the Village  
\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:  
\_\_\_\_\_
  - f. The date of the election at which the question of the tax shall appear on the ballot is as follows:  
\_\_\_\_\_ November 3, 2020

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

- g. The territory where the ballot measure is to be submitted is as follows:

X Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

\_\_\_\_\_

- h. The tax will be first levied and collected as follows:

The tax year in which the tax will first be levied is 2021; and

The calendar year in which the tax will first be collected is 2022.

- i. The Village has territory in Paulding County and each of the following listed counties: None other than Paulding County.

4. Pursuant to R.C. § 5705.03(B)(1), the Fiscal Officer is hereby directed to certify a copy of this Resolution to the Auditor. The Council hereby requests that the Auditor certify to this Council the following:

- a. The total current tax valuation of the Village; and

- b. The number of mills required to generate the following amount of revenue; or,

\$ \_\_\_\_\_

- c. The dollar amount of revenue that would be generated by the levy of the following mills: one-mill.

5. All formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

6. This Resolution shall be in full force and effect immediately upon adoption.

Kenneth Reinhart seconded the motion.

Voted on and signed this 20 day of Apr. 1, 2020, Village of Antwerp, Paulding County, Ohio.

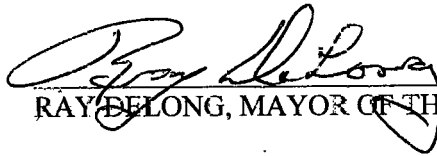
# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

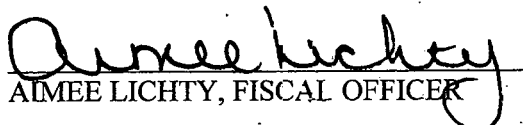
Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

  
RAY DELONG, MAYOR OF THE VILLAGE OF ANTWERP

ATTEST:

  
AIMEE LICHTY, FISCAL OFFICER

First Reading: Feb 19, 2020

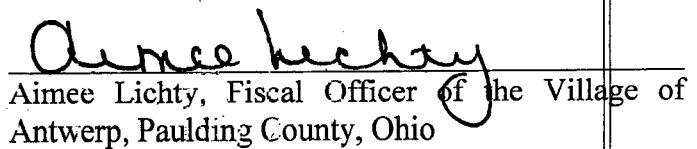
Second Reading: Mar 16, 2020

Third Reading: April 20, 2020

State of Ohio  
Paulding County

I, the undersigned Fiscal Officer of the Village of Antwerp, Paulding County, Ohio, hereby certify that the foregoing Resolution No. 2020-01 is taken and copied from the record of proceedings of the Council of the Village of Antwerp, Paulding County, Ohio, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 4-20-2020

  
Aimee Lichty, Fiscal Officer of the Village of  
Antwerp, Paulding County, Ohio

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-08

### AN ORDINANCE AUTHORIZING EMERGENCY MEASURES IN RESPONSE TO THE COVID-19 VIRUS AND DECLARING AN EMERGENCY

**WHEREAS**, the Coronavirus (COVID-19) is a new respiratory disease that is caused by the SARS-CoV-2 and can result in serious illness or death; and

**WHEREAS**, COVID-19 is spread through people who are in close contact with one another and through respiratory droplets produced when an infected person coughs or sneezes; and

**WHEREAS**, the Centers for Disease Control (CDC) believes the spread of the disease might be possible before people show symptoms and has recommended limitations on meetings of groups; and

**WHEREAS**, the CDC notes that COVID-19 seems to be spreading easily and sustainably in a process known as community spread (people have been infected with the virus without knowing where they became infected); and

**WHEREAS**, older adults and people with chronic medical conditions or who are immunocompromised are at higher risk of getting seriously ill; and

**WHEREAS**, on March 9, 2020, Ohio Governor Mike DeWine declared a State of Emergency in Ohio (Executive Order 2020-01D); and

**WHEREAS**, on March 10, 2020, Ohio Governor Mike DeWine recommended large, indoor gatherings be cancelled or postponed due to the potential for the coronavirus (COVID-19) exposure; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 to be a global pandemic; and

**WHEREAS**, on March 12, 2020, Ohio Director of Health, Dr. Amy Acton, ordered that mass gatherings of 100 people or more be cancelled or postponed due to the potential for the coronavirus (COVID-19) exposure; and

**WHEREAS**, on March 13, 2020, the Ohio Attorney General's Office issued a letter indicating that based on the Ohio Department of Health's Order prohibiting mass gatherings while encouraging people to stay at home and avoid unnecessary contact with each other, Village Council may "appear via teleconference or telephone" if all other requirements of the Open Meetings Act are met; and

**WHEREAS**, on March 17, 2020, Dr. Amy Acton ordered that mass

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

gatherings of 50 people or more be cancelled or postponed due to the potential for the coronavirus (COVID-19) exposure; and

**WHEREAS**, on March 22, 2020, Dr. Amy Acton issued a stay at home order and ordered the reduction of mass gatherings of 10 people or more be cancelled or postponed due to the potential for the coronavirus (COVID-19) exposure effective at 11:59 p.m. EST on March 23, 2020; and

**WHEREAS**, on March 25, 2020, the Ohio legislature passed House Bill 197, which enacted numerous provisions to deal with the COVID-19 pandemic; and

**WHEREAS**, on March 27, 2020, Governor Mike DeWine signed House Bill 197, which, among other things, extends the income tax deadline to July 15, 2020, and allows local governments to hold public meetings remotely, including conducting such meetings via teleconference, videoconference, or other electronic means; and

**WHEREAS**, on April 2, 2020, Dr. Amy Acton signed and updated the stay at home order and extended it to 11:59 p.m. EST on May 1, 2020; and

**WHEREAS**, on April 8, 2020, the income tax collection agency for the Village of Antwerp, Ohio, provided projections for the income tax delays and losses that may be experienced by the Village as a result of the COVID-19 pandemic; and

**WHEREAS**, on April 10, 2020, the Ohio Bureau of Workers' Compensation approved to send up to \$1.6 billion to Ohio employers to ease the economic impact of the COVID-19 pandemic on Ohio's economy and businesses, which includes approximately \$200 million to go to local government taxing districts; and

**WHEREAS**, on April 16, 2020, Governor Mike DeWine announced that beginning May 1, 2020, the State of Ohio will begin a phased-in process for re-opening the economy in the State of Ohio; and

**WHEREAS**, the Paulding County Board of Health confirmed the existence of the first COVID-19 case within Paulding County, Ohio on April 5, 2020, and as of April 24, 2020, there are eight (8) confirmed COVID-19 cases within Paulding County, Ohio; and

**WHEREAS**, as of April 24, 2020, Ohio reports 15,139 confirmed and probable cases of COVID-19 in the State of Ohio with 3,053 hospitalizations, including 920 ICU admissions, and 690 confirmed and probable COVID-19 deaths; and

**WHEREAS**, on April 30, 2020, Dr. Amy Acton signed and updated the stay at



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

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Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

home order and extended it to 11:59 p.m. EST on May 29, 2020, with certain exceptions; and

**WHEREAS**, based on the information presented so far, the Council of the Village of Antwerp, Ohio, has determined that steps should be taken to prepare for an emergency situation:

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, STATE OF OHIO:**

**SECTION 1.** The Village Council may meet remotely provided the following conditions are met

1. Identity verification is in place to ensure that the person participating is the Village council member;
2. The method of meeting is able to document any votes cast by individual members;
3. If a member is cut off from the meeting, Council will cease all discussions and deliberations while an attempt is made to reconnect the member. If the member remains unavailable and they are not needed for a quorum, the meeting may continue; and
4. The public has access to the remote meeting and may hear the discussions and deliberations.

**SECTION 2.** The Mayor is hereby granted authority to declare A State of Emergency within the Village of Antwerp should it become necessary in order to continue to provide Village services or take action to comply with an order from the State of Ohio.

**SECTION 3.** The appropriate officials and employees of the Villages of Antwerp are authorized to prepare and submit any and all application, qualification, consideration, and reimbursement available to the Village of Antwerp, its employees, citizens and businesses for any and all grants, funding, loans, discounts or any other assistance or benefits related to the COVID-19 pandemic from any federal, state or local government or from any private company, organization or entity offering such benefits.

**SECTION 4.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

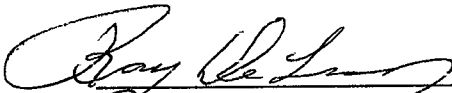
**SECTION 5.** This Ordinance is hereby declared to be an emergency

RECORD OF ORDINANCES

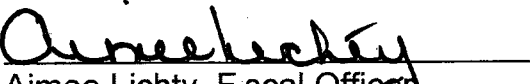
Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

measure necessary to provide for the public peace, safety, health, and welfare of the Village by taking immediate steps to reduce the spread of COVID-19 and ensure the government of the Village is able to function in times of emergency.

Passed this 4 day of <sup>May</sup>~~April~~, 2020.

  
Ray DeLong, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

## EXECUTIVE ORDER NO. 2020-01

BY: RAY DELONG, MAYOR

Ordinance No. **DECLARATION OF A STATE OF EMERGENCY**  
**VILLAGE OF ANTWERP, OHIO**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and,

**WHEREAS**, the virus is spread between individuals who are in close contact with each (within about six feet) through respiratory droplets produced when an infected person coughs or sneezes; and,

**WHEREAS**, it may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes; and,

**WHEREAS**, the Centers for Disease Control and the Ohio Department of Health have advised those that have possible or confirmed COVID-19 to stay home from work, school, and away from other public places; and,

**WHEREAS**, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and,

**WHEREAS**, on January 31, 2020, Alex M. Azar II, Secretary of Health and Human Services, determined and declared a public health emergency exists in the United States in relation to COVID-19; and,

**WHEREAS**, on February 1, 2020, the Ohio Department of Health issued a statewide Health Alert Network to provide local health departments with updated guidance for COVID-19; and,

**WHEREAS**, on March 9, 2020, the Ohio Department of Health announced confirmed cases of COVID-19 in the State of Ohio, which number continues to grow and has caused numerous deaths across the State of Ohio; and,

**WHEREAS**, also on March 9, 2020, Governor Mike DeWine signed an Executive Order declaring a state of emergency for the entire State of Ohio in relation to COVID-19 pursuant to the Governor's authority vested in him by the Constitution, the laws of the State of Ohio and in accordance with Revised Code Section 5502.22 to protect the well-being of the citizens of Ohio from the dangerous effects of COVID-19, and to assist in protecting the lives, safety and health of the citizens of Ohio; and,

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 to be a global pandemic; and,

**WHEREAS**, on March 12, 2020, Governor DeWine announced the closing of all kindergarten through 12<sup>th</sup> grade schools through April 3, 2020, and the Ohio Department of Health Director Dr. Amy Acton issued an Order prohibiting mass gatherings of 100 or more people in the State of Ohio due to the potential for COVID-19 exposure; and,

**WHEREAS**, on March 13, 2020, President Donald J. Trump declared a National Emergency, invoking the Stafford Act and allowing the Federal Emergency Management Agency to coordinate disaster response and aid state and local governments in addressing the COVID-19 exposure pandemic; and,

**WHEREAS**, on March 17, 2020, Dr. Acton issued an Order prohibiting mass gatherings of 50 or more people in the State of Ohio due to the potential for COVID-19 exposure; and,

**WHEREAS**, on March 22, 2020, Dr. Acton issued a Stay at Home Order and prohibited mass gatherings of 10 or more people in the State of Ohio due to the potential for COVID-

# RECORD OF ORDINANCES

BARRETT EROTHERS - DAYTON, OHIO

Form 6220S

~~19 exposure to take effect at 11:59 p.m. EST on March 23, 2020; and,~~

*Ordinance* ~~WHEREAS, on March 25, 2020, the Ohio legislature passed House Bill 197, which enacted numerous provisions to deal with the COVID-19 pandemic; and,~~

**WHEREAS**, on March 27, 2020, Governor DeWine signed House Bill 197, which, among other things, extends the income tax deadline to July 15, 2020, and allows local governments to hold public meetings remotely, including conducting such meetings via teleconference, videoconference, or other electronic means; and,

**WHEREAS**, on March 30, 2020, Governor DeWine extended the school closure for grades K-12 through May 1, 2020; and,

**WHEREAS**, on April 2, 2020, Dr. Acton signed and updated the stay at home order and extended it to 11:59 p.m. EST on May 1, 2020; and,

**WHEREAS**, on April 8, 2020, the income tax collection agency for the Village of Antwerp, Ohio, provided projections for the income tax delays and losses that may be experienced by the Village as a result of the COVID-19 pandemic; and,

**WHEREAS**, on April 10, 2020, the Ohio Bureau of Workers' Compensation approved to send up to \$1.6 billion to Ohio employers to ease the economic impact of the COVID-19 pandemic on Ohio's economy and businesses, which includes approximately \$200 million to go to local government taxing districts; and,

**WHEREAS**, on April 16, 2020, Governor DeWine announced that beginning May 1, 2020, the State of Ohio will begin a phased-in process for re-opening the economy in the State of Ohio; and,

**WHEREAS**, on April 20, 2020, Governor DeWine closed K-12 schools in Ohio for the rest of the 2019-2020 academic year; and,

**WHEREAS**, the Paulding County Board of Health confirmed the existence of the first COVID-19 case within Paulding County, Ohio on April 5, 2020, and as of April 24, 2020, there are eight (8) confirmed COVID-19 cases within Paulding County, Ohio; and,

**WHEREAS**, as of April 24, 2020, Ohio reports 15,169 confirmed and probable cases of COVID-19 in the State of Ohio with 3,053 hospitalizations, including 920 ICU admissions, and 690 confirmed and probable COVID-19 deaths; and,

**WHEREAS**, on April 30, 2020, Dr. Acton signed and updated the stay at home order and extended it to 11:59 p.m. EST on May 29, 2020, with certain exceptions; and

**WHEREAS**, in the Village of Antwerp, this threat has already impacted the daily lives of the citizens of the Village and the need for citizens to stay home from work and other public places should they be exposed to the virus, which substantially impairs the functioning of the Village government and its ability to protect the lives and property of the citizens of the Village of Antwerp, Ohio; and,

**WHEREAS**, pursuant to Revised Code Sections 733.24 and 733.30, the Mayor is the chief conservator of the peace within the Village and "shall perform all the duties prescribed by the bylaws and ordinances of the municipal corporation" and "shall see that all ordinances, bylaws, and resolutions of the legislative authority are faithfully obeyed and enforced"; and,

**WHEREAS**, pursuant to the authority granted in Revised Code Sections 715.44 and 715.49, a municipality has the authority to abate nuisance, prevent injury, preserve the peace, and protect property; and,

**WHEREAS**, pursuant to Revised Code Section 715.37, a municipality has the authority to "provide for the public health" and "secure the inhabitants of the municipal corporation from the evils of contagious, malignant, and infecticous diseases"; and,

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

**WHEREAS**, on May 4, 2020, Council for the Village of Antwerp, Ohio passed Ordinance No. 2020-08, granting the Mayor authority to declare a State of Emergency within the Village of Antwerp; and


**WHEREAS**: the Mayor has determined that COVID-19 endangers the lives of the citizens of the Village of Antwerp, creates an emergency to public safety and disrupts commerce and constitutes an emergency situation within the Village; and,

**WHEREAS**, pursuant to the authority to exercise all powers of self-government proscribed in Article XVIII, Section 3, of the Constitution of the State of Ohio:

**NOW, THEREFORE, I, RAY DELONG, MAYOR OF THE VILLAGE OF ANTWERP, OHIO**, by virtue of the authority vested in me by the Ohio Constitution, the Ohio Revised Code and the Ordinances of the Village of Antwerp, do hereby order and direct that:

1. A State of Emergency is declared for the entire Village of Antwerp, Ohio and I invoke those applicable portions of the Ordinances of the Village of Antwerp and the Ohio Revised Code that are applicable to the COVID-19 emergency to be in full force and effect in the Village of Antwerp as is necessary to exercise all emergency authority necessary for the protection of lives and property of the citizens of the Village of Antwerp and for the continuation of local government with a minimum amount of disruption.
2. All public offices and employees of the Village of Antwerp are hereby directed to exercise the utmost care and diligence in the discharge of the duties required of them during the duration of this emergency and in the execution and enforcement of emergency laws, regulations and directives.
3. All Village of Antwerp law enforcement officers, employees and any other emergency management personnel subject to control by the Village shall cooperate in the enforcement and implementation of the provisions of this Declaration, all applicable local ordinances, state and federal laws, and all federal, state and local public health directives.
4. This Declaration shall be broadly interpreted to allow for any and all application, qualification, consideration, and reimbursement available to the Village of Antwerp, its employees, citizens and businesses for any and all grants, funding, loans, discounts or any other assistance or benefits related to the COVID-19 pandemic from any federal, state, or local government or from any private company, organization or entity offering such benefits.
5. All residents are directed and encouraged to take any and all reasonable and safe steps to protect themselves and to abide by all Federal, State, and Local orders relating to the containment of the COVID-19 contagion, and they are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and employees executing emergency operational plans and to comply with the lawful direction of properly identified officers.
6. This Executive Order shall take effect immediately and remain in effect until the emergency no longer exists, such time to be determined by the Governor of the State of Ohio as determined by the Ohio Director of Health and the Executive Director of the Emergency Management Agency of the State of Ohio.

May 4, 2020  
Date

  
Ray DeLong  
Mayor, Village of Antwerp, Ohio

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

REGULAR MEETING  
COUNCIL OF THE VILLAGE OF ANTWERP  
MAY 18, 2020

THE REGULAR MEETING OF THE VILLAGE OF ANTWERP COUNCIL WAS CALLED TO ORDER AT 5:30 P.M. BY MAYOR RAY DELONG. COUNCIL PERSONS PRESENT: RUDIE REEB, KENNETH REINHART, DEAN RISTER, MIKE ROHRS, KEITH WEST, AND JAN REEB.

ALSO IN ATTENDANCE: SOLICITOR MELANIE FARR, FISCAL OFFICER AIMEE LICHTY, AND ADMINISTRATOR SARA KEERAN. VISITORS: CLINT VANCE.

MINUTES FROM THE REGULAR COUNCIL MEETING HELD APRIL 20, 2020, WERE REVIEWED.

- ❖ MOTION MADE BY ROHRS, SECONDED BY WEST, TO ACCEPT THE MINUTES FROM THE APRIL 20, 2020, REGULAR COUNCIL MEETING. 6 YEAS, 0 NAYS. MOTION CARRIED AND APPROVED.

MINUTES FROM THE SPECIAL COUNCIL MEETING HELD MAY 4, 2020, WERE REVIEWED.

- ❖ MOTION MADE BY REINHART, SECONDED BY JAN REEB, TO ACCEPT THE MINUTES FROM THE MAY 4, 2020, SPECIAL COUNCIL MEETING. 6 YEAS, 0 NAYS. MOTION CARRIED AND APPROVED.

THE APRIL DISBURSEMENTS WERE REVIEWED. DISCUSSION ON EXPENSES AND ATTEMPTS TO BUY LOCAL WHENEVER POSSIBLE.

- ❖ MOTION MADE BY REINHART, SECONDED BY WEST, TO APPROVE THE APRIL RECONCILIATION REPORT. 6 YEAS, 0 NAYS. MOTION CARRIED AND APPROVED.

VISITORS

CLINT VANCE WAS IN ATTENDANCE TO INTRODUCE HIMSELF AS A REPUBLICAN CANDIDATE FOR PAULDING COUNTY COMMISSIONER IN THE NOVEMBER ELECTION. IF ELECTED, HE WOULD TRY TO ATTEND ALL VILLAGE, TOWNSHIP AND SCHOOL BOARD MEETINGS.

POLICE REPORT

POLICE CHIEF CLEMENS PROVIDED A WRITTEN REPORT SHOWING 79 CALLS FOR SERVICE FOR THE MONTH OF APRIL WITH 0 OFFENSES.

EMS REPORT

EMS CLERK ASHLEY MCDONALD PROVIDED A WRITTEN REPORT SHOWING COLLECTIONS OF \$2,434.93 FOR THE MONTH OF FEBRUARY WITH A YEAR TO DATE TOTAL COLLECTED OF \$8,676.81. THERE WERE 16 EMS RUNS FOR APRIL WITH A TOTAL OF 75 EMS RUNS YEAR TO DATE FOR 2020.

FISCAL OFFICER'S REPORT

SECOND READING OF RESOLUTION NO. 2020-02: A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF LEVYING A TAX THAT IS A REPLACEMENT WITH AN INCREASE OF AN EXISTING LEVY IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF MAINTAINING AND OPERATING A CEMETERY (R.C. §§ 5705.03, 5705.19(T), 5705.191, 5705.192, and 5705.25)

DISCUSSION ON THE 2020-2021 ANNUAL ANNIVERSARY CONTRIBUTION FOR PUBLIC ENTITIES POOL OF OHIO (PEP) GENERAL LIABILITY AND PROPERTY INSURANCE COVERAGE. COUNCIL REQUESTED THE INSURANCE AGENT MEET WITH COUNCIL NEXT YEAR IN MARCH/APRIL TO DISCUSS COVERAGE.

- ❖ MOTION MADE BY WEST, SECONDED BY RISTER, TO AUTHORIZER THE FISCAL OFFICER TO PAY PEP INVOICE IN THE AMOUNT OF \$30,528.00 FOR THE 2020-2021 CONTRIBUTION AND TO WAIVE ANY ADDITIONAL INCREASE IN COVERAGE. 6 YEAS, 0 NAYS. MOTION CARRIED AND APPROVED.

APRIL DEPOSITS FOR RITA WERE \$37,150.95.

ADMINISTRATOR'S REPORT

UTILITY BILLING OFFICE AND ADMINISTRATOR'S OFFICES RE-OPENED:

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

RESOLUTION NO. 2020-02

A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF  
LEVYING A TAX THAT IS A REPLACEMENT WITH AN INCREASE OF AN  
EXISTING LEVY IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE  
OF MAINTAINING AND OPERATING A CEMETERY  
(R.C. §§ 5705.03, 5705.19(T), 5705.191, 5705.192, and 5705.25)

The Council of the Village of Antwerp, Paulding County, Ohio ("Council") met in regular session  
on June 15<sup>th</sup>, 2020, with the following members present:

Rudie Reeb  
Kenneth Reinhart  
Dean Rister  
Mike Rohrs  
Keith West  
Jan Reeb

Dean Rister moved the adoption of the following Resolution:

PREAMBLE

**WHEREAS**, the Council, approved the following resolution declaring the necessity to levy a tax  
in excess of the ten-mill limitation:

Resolution No: 2020-01

Date Approved: April 20, 2020

and,

**WHEREAS**, the Paulding County Auditor ("Auditor") has certified the following information to  
the Council:

1. The total current tax valuation of the Village is as follows:  
  
\$22,107,310
2. The number of mills required to generate a specified amount of revenue is, or:
  - Specified amount of revenue: \$ \_\_\_\_\_
  - Required number of mills: \_\_\_\_\_
3. The dollar amount of revenue that would be generated by a specified number of mills is:
  - Specified number of mills: zero and eight tenths (.80) mills replacement and  
zero and two tenths (.20) mills increase
  - Dollar amount of revenue generated: \$22,107
  - This rate amounts to the following for each one hundred dollars of tax valuation:  
ten cents (\$0.10)

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

*Passed*\_\_\_\_\_.

**NOW THEREFORE, BE IT RESOLVED**, by the Council, at least two-thirds (2/3) of all of the members of the Council concurring, as follows:

- 7100/112/01057503-2MLF



# RECORD OF ORDINANCES

BAFRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

☒ Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

f. The date of the election at which the question of the tax shall appear on the ballot is as follows ("Election");

November 3, 2020

g. The territory where the ballot measure is to be submitted is as follows:

☒ Upon the entire territory of the Village

\_\_\_\_\_ If authorized by the Revised Code, the following described portion of the territory of the Village:

h. The tax will be first levied and collected as follows:

The tax year in which the tax will first be levied is 2021

The calendar year in which the tax will first be collected is 2022

1. The Village has territory in Paulding County and each of the following listed counties: None other than Paulding County.

4. The Fiscal Officer is hereby directed to certify the levy to the Auditor AND the Board of Elections, Paulding County, Ohio ("BOE"). Certification shall include copies of ALL of the following documents:

a. Resolution of Necessity (Resolution No. 2020-01 adopted on April 20, 2020); and,

b. Certification of the Auditor; and,

c. Resolution to Proceed (This Resolution).

Certification shall occur by no later than 4:00 PM on August 5, 2020 (90 days prior to the Election)

The Fiscal Officer shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

5. The BOE is hereby directed to submit substantially the following question to the electors at the Election:

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

OFFICIAL QUESTIONS AND ISSUES BALLOT NOVEMBER 3, 2020	
PROPOSED TAX LEVY (REPLACEMENT AND INCREASE) ANTWERP VILLAGE	
A majority affirmative vote is necessary for passage	
A replacement of zero and eight tenths (.80) mills of an existing levy and an increase of zero and two tenths (.20) mills, to constitute a tax for the benefit of Antwerp Village for the purpose of maintaining and operating cemeteries at a rate not exceeding 1 mill for each one dollar of valuation, which amounts to \$0.10 for each one hundred dollars of valuation, for 5 years, commencing in 2021, first due in calendar year 2022.	
	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

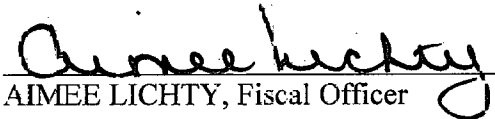
6. All formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
7. This Resolution shall be in full force and effect immediately upon adoption.

Michael Rohrs seconded the motion.

Voted on and signed this June 15<sup>th</sup>, 2020, in the Village of Antwerp, Paulding County, Ohio.

  
RAY DELONG, Mayor of the Village of Antwerp

ATTEST:

  
AIMEE LICHTY, Fiscal Officer

First Reading: May 4, 2020

Second Reading: May 18, 2020

Third Reading: June 15, 2020

RECORD OF ORDINANCES

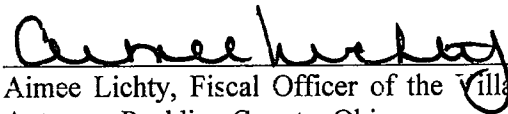
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

State of Ohio  
Paulding County

I, the undersigned Fiscal Officer of the Village of Antwerp, Paulding County, Ohio, hereby certify that the foregoing Resolution No. 2020-02 is taken and copied from the record of proceedings of the Council of the Village of Antwerp, Paulding County, Ohio, and that it has been compared by me with the resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 6-15-2020

  
Aimee Lichty, Fiscal Officer of the Village of  
Antwerp, Paulding County, Ohio

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

RESOLUTION NO. 2020-03

A RESOLUTION AFFIRMING THAT FUNDS FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND MAY BE EXPENDED ONLY TO COVER COSTS CONSISTENT WITH SECTION 5001 OF THE CARES ACT AND ANY APPLICABLE REGULATIONS, AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the "Coronavirus Aid, Relief, and Economic Security Act" in House Bill 481 of the 133<sup>rd</sup> General Assembly (H.B. 481); and

WHEREAS, H.B. 481 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the Village of Antwerp is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

NOW THEREFORE, be it resolved by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

Section 1. That the Council affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in the Village of Antwerp's most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 2. That in compliance with H.B. 481, the Village Fiscal Officer shall take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the Village of Antwerp's local coronavirus relief fund to the County Treasurer;
- (2) On or before December 28, 2020, pay the balance of any money in the Village of Antwerp's local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

- (3) Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

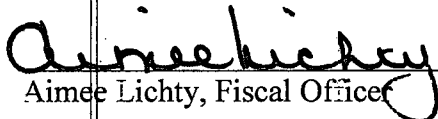
**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of any relief funds available to assist with expenditures it has incurred and may incur as a result of COVID-19, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date 10-15-2020



Ray DeLong,  
Mayor of the Village of Antwerp

Attest:



Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2020-04

### **A RESOLUTION TO INITIATE A ZONING AMENDMENT TO THE VILLAGE OF ANTWERP ZONING ORDINANCE, SPECIFICALLY AMENDING SECTION 905 TO INCLUDE REGULATIONS REGARDING PORTABLE STORAGE CONTAINERS WITHIN THE VILLAGE CORPORATION LIMITS, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp, Ohio, by this Resolution, initiates an amendment to the Zoning Ordinance of the Village of Antwerp, Ohio, specifically adding a subsection to Section 905 to include regulations on the use of portable storage containers within the corporation limits of the Village of Antwerp; and

**WHEREAS**, in compliance with Article 700 of the Zoning Ordinance of the Village of Antwerp, Ohio, by this Resolution, the Council initiates the process to make the amendment to the Zoning Ordinance and submits this Resolution to the Planning and Zoning Commission in compliance with Section 705 of the Zoning Ordinance.

**NOW, THEREFORE, BY IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, THAT:**

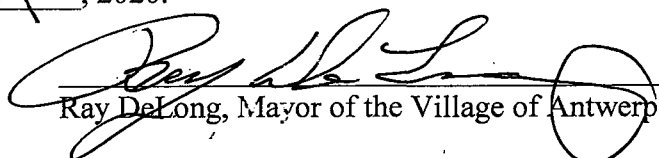
**Section 1.** The Village Council initiates an amendment be made to the Zoning Ordinance, specifically adding a subsection to Section 905 to include regulations regarding the use of portable storage containers within the corporation limits of the Village of Antwerp, Ohio, and a copy of the proposed amendment is attached hereto as **Exhibit A**.

**Section 2.** A true copy of this Resolution shall be certified by the Fiscal Officer of the Village and forwarded to the Planning and Zoning Commission pursuant to Section 705 of the Zoning Ordinance.

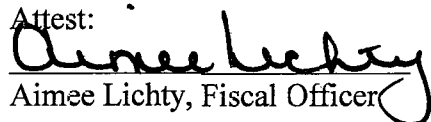
**Section 3.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of §121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is deemed an emergency measure necessary for the preservation of the public health, safety and welfare, and for the further reason to initiate a zoning amendment regarding the use of portable storage containers in the Village of Antwerp, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 20<sup>th</sup> day of July, 2020.

  
Ray DeLong, Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

**SECTION 905 Temporary Buildings.**

(A) Temporary buildings, construction trailers, equipment and material used in conjunction with construction work only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. Storage of such facilities or equipment beyond the completion date of the project shall require a zoning permit authorized by the Zoning Inspector.

(3) Portable Storage Containers that are loaded with materials and placed on a residential property for the purpose of temporarily storing materials are permitted with the following regulations:

(1) Portable Storage Containers shall not be located on any parcel for a period exceeding fourteen days from date of delivery. At the end of fourteen days, an extension for a maximum fourteen additional days may be granted by the Zoning Inspector based on just cause.

(2) Portable Storage Containers shall not be located on any parcel for a period exceeding twenty-eight days per calendar year.

(3) Portable Storage Containers shall be kept in the driveway of the property at the furthest accessible point from the street. The location of the Portable Storage Container on a driveway shall not obstruct visibility nor block the sidewalk. If no driveway is present, approval from Village departments for the placement of the Portable Storage Container prior to its delivery is required.

(4) Only one Portable Storage Container shall be placed at any residential property at one time.

Exhibit A

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 622CS

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2020-05

### **A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE VILLAGE OF ANTWERP, OHIO, TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND TO EXECUTE CONTRACTS AS REQUIRED TO OBTAIN FINANCIAL ASSISTANCE FOR W. WASHINGTON STREET WATERLINE IMPROVEMENTS; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the State Capital Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure; and

**WHEREAS**, the Village of Antwerp is planning to make capital improvements to the W. Washington Street Waterline; and

**WHEREAS**, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission ("OPWC") programs.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** The Administrator of the Village of Antwerp, Ohio, is hereby authorized to apply to the OPWC for funds to be used in capital improvements to the W. Washington Street Waterline.

**Section 2.** The Administrator of the Village of Antwerp, Ohio, is further authorized to enter into any agreement as may be necessary and appropriate for obtaining this financial assistance.

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

**Section 4.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village needs to make improvements to the W. Washington Street Waterline for the well-being of the residents and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Passed: Aug 17, 2020.

Jan Reeb  
Jan Reeb, Council President  
Village of Antwerp

Attest:  
Aimee Lichty  
Aimee Lichty, Fiscal Officer

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE

RECORD OF ORDINANCES

COUNTY AUDITOR

BARRETT BROTHERS - DAYTON, OHIO

(Village Council)

Form 6220S

Revised Code, Secs. 5705.34, .35

The Council of the Village of Antwerp, Paulding County, Ohio, met in Regular  
Ordinance No. 17<sup>th</sup> day of Aug, 2020, at the office of VFW Post 5087  
session on the Passed  
with the following members present:

Jan Reeb  
Keith West  
Dean Rister  
Ken Reinhart  
Mike Rohrs  
Rudie Reeb

Kenneth Reinhart moved the adoption of the following Resolution:

**WHEREAS**, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2021; and

**WHEREAS**, The Budget Commission of Paulding County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Council of the Village of Antwerp, Paulding County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

Summary of Amounts Required From General Property Tax Approved By  
Budget Commission and County Auditor's Estimated Tax Rates

Fund	Amount Approved By Budget Commission Inside 10 Mill Limitation	Amount To Be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate Of Tax Rate To Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column I	Column II	III	IV
General Fund	\$39,793.		1.80	
1976 FIRE Levy		14906.		2.00
1984 Police Levy		64997.		5.50
1986 EMS Levy		5910.		.50
2006 Cemetery		15512.		.80
2008 FIRE & EMS Levy		19859.		1.00
2004 POLICE		36596.		2.00
2005 Current Expense		19390.		1.00
2015 Fire		53265.		2.63
Total	\$39,793.	\$230435.	1.80	15.43

\$17,203,100. Ag/Res  
3,589,850. Com/In  
1,314,350. PP  
22,107,310. Total

Schedule B

Levies Outside 10 Mill Limitation, Exclusive of Debt Levies

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO		Maximum Rate Authorized To Be Levied	County Auditor Estimate of Yield of Levy (Carry to Schedule A, Column II)
Fund	Date of Vote		
Ordinance No. _____ Passed _____			
<b>Special Revenue Funds:</b>			
1976 FIRE Levy authorized by voters on for not to exceed CONT years.	11-05-85	2.00	\$14906.
1984 POLICE Levy authorized by voters on for not to exceed CONT. years.	05-08-84	5.50	\$64997.
1986 EMS Levy authorized by voters on For not to exceed CONT. years	11-04-86	.50	\$5910.
2006 Cemetery Levy authorized by voters on for not to exceed 5 years.	11-03-15	.80	\$15512.
2008 FIRE & EMS Levy authorized by voters on for not to exceed 5 years.	11-07-17	1.00	\$19859.
2004 POLICE Levy authorized by voters on for not to exceed 5 years.	11-06-18	2.00	\$36596
2005 CURRENT EXPENSE Levy authorized by voters on for not to exceed 5 years.	11-05-19	1.00	\$19390
2015 FIRE Levy authorized by voters on for not to exceed 5 years	11-05-19	2.63	\$53265.

and be it further

**RESOLVED** That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr./Ms. Keith West seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms. Dean Rister  
 Mr./Ms. Jan Reeb  
 Mr./Ms. Rudie Reeb  
 Mr./Ms. Mike Rohrs  
 Mr./Ms. Kenneth Reinhart  
 Mr./Ms. Keith West  
 Mr./Ms. \_\_\_\_\_  
 Mr./Ms. \_\_\_\_\_

Adopted the 17<sup>th</sup> day of Aug, 2020.

Attest:

Aimee Lacey  
Clerk of Council

Jan Reeb  
President of Council

CERTIFICATE OF COPY  
Original On File

The State of Ohio, Paulding County, ss.

RECORD OF ORDINANCES

Aimee Lichty

Clerk of the Council of the Village of

Antwerp

~~BARRETT PHOTOGRAPHY CO. INC.~~

Within and for said County, and in whose custody the Files and Records of said Council are required by the

Laws of the state of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

Ordinance No.

R 2020-06

Passed

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

Witness my signature, this 17 day of Aug, 2020

Aimee Lichty  
Clerk of Council

(1) A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R. C., or at such later date as may be approved by the Board of Tax Appeals.

Resolution No. 2020-06

Council of the Village of Antwerp Paulding County Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND  
AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.  
(VILLAGE COUNCIL)

ADOPTED Aug 17, 2020

Aimee Lichty, Clerk of Council

Filed, 2020

County Auditor.

By Deputy.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2020-10

AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
VILLAGE OF ANTWERP TO ENTER INTO AN OHIO ELECTRICITY SUPPLY  
AGREEMENT WITH CONSTELLATION NEWENERGY, INC. FOR A TERM OF  
TWENTY-FOUR (24) MONTHS COMMENCING ON MAY 20, 2021; AND  
DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Ohio (the "Village") and Constellation NewEnergy, Inc. currently are parties to an agreement for the purpose of the Village buying electricity delivered and used at the various buildings and wells owned by the Village and the same being supplied by Constellation NewEnergy, Inc. at a rate of \$0.04302 per kilowatt hour, which agreement will expire on May 19, 2021; and

WHEREAS, the Village desires to enter into an Ohio Electricity Supply Agreement with Constellation NewEnergy, Inc. for the purpose of the Village buying electricity to be delivered and used at the various buildings and wells owned by the Village and the same supplied by Constellation NewEnergy, Inc. for a twenty-four (24) month period commencing at the expiration of the current agreement (commencing on May 20, 2021), at the rate of \$0.04253 per kilowatt hour; and

WHEREAS, in order to lock in this lower rate for the purchase and supply of electricity for the twenty-four (24) month period commencing on May 20, 2021, the Village and Constellation NewEnergy, Inc. must enter into an agreement for the same in September 2020.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, and State of Ohio:

Section 1. The Mayor of the Village of Antwerp, Ohio, is hereby authorized to enter into the Constellation NewEnergy, Inc. Ohio Electricity Supply Agreement by and between the Village and Constellation NewEnergy, Inc. for the purpose of the Village buying electricity to be delivered to and used at the various buildings and wells owned by the Village and the electricity being supplied by Constellation NewEnergy, Inc. at the rate of \$0.04253 per kilowatt hour for a twenty-four (24) month period commencing at the expiration of the current agreement (commencing on May 20, 2021). A true and accurate copy of said Agreement is attached hereto and incorporated herein by reference.

Section 2. It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and to allow the Village to lock in the lowest rate available for the delivery and use of electricity at the buildings and wells owned by the Village. This Ordinance shall take effect and be in force

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: September 21<sup>st</sup>, 2020.

Janice Reeb  
Janice Reeb, Mayor of the  
Village of Antwerp, Ohio

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer



**Constellation**  
An Exelon Company

Agreement is Not  
Valid Unless  
Executed by Seller

**Constellation NewEnergy, Inc.  
Ohio Electricity Supply Agreement**

**VILLAGE OF ANTWERP ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**Carbon-Free Electricity Product.**

**1. Product.** This Carbon-Free Electricity product consists of your supply of electricity pursuant to this Agreement matched with emission free energy certificates ("EFECs") produced by the PJM Environmental Information Services' ("PJM EIS") Generation Attribute Tracking System ("GATS") sourced from a generating unit that does not directly produce any air emissions (sulfur dioxide, nitrogen oxide, or carbon dioxide) as reported in GATS. Seller reserves the right, without further notice to or consent from you, to match usage with EFECs from any generating units permitted by PJM, including the following, but subject to change from time to time: nuclear, solar photovoltaic, solar thermal, wind, hydro, tidal energy, and wave energy.

**2. Emissions Reduction Disclaimer.** The description of this product as "carbon-free" considers the direct electricity generation process only. Other "life cycle" emissions, including emissions associated with the construction of the plant, mining and processing of the fuel, maintenance and operation of the plant, disposal of waste byproducts, and decommissioning are not factored into this "carbon-free" description. Furthermore, Seller makes no representations or warranties that carbon-free electricity purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

**3. Public Statements.** Any press release issued by either Party relating to the subject matter hereof shall be subject to prior approval by the other Party. No materials disclosed to third parties under this clause shall reference the specific terms of this transaction without the prior written approval of the non-disclosing Party. You are solely responsible for determining whether any marketing materials or other public claims made by you related to your purchase of electricity hereunder comply with GATS requirements and applicable Law.

**4. Indemnification.** In addition to, and not in lieu of, any indemnification provisions applicable to the Parties, you agree to defend, indemnify and hold harmless Seller from and against all claims arising out of or related to the products or your marketing/advertising materials related to this transaction or the carbon-free electricity purchased hereunder. This indemnification does not apply to the extent a court of competent jurisdiction makes a final determination that a claim for which Seller seeks indemnification was primarily caused by the willful fraud or deceit of Seller."

**Affirmative Consent.** You expressly provide your affirmative consent to modify the Price as described in the Change in Law provision in Section 5 of the General Terms and Conditions below.

**Cost Components.** For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions. If a cost component below is listed as "Included in Price subject to Change in Law" then such cost(s) are included in the contract price(s) in the Account Schedule below and are only subject to change if there is a change in law as described in Section 5 of the General Terms and Conditions below.

Energy Costs

Included in Price subject to Change in Law

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Ancillary Services And Other ISO Costs	Included in Price subject to Change in Law
Auction Revenue Rights Credits	Included in Price subject to Change in Law
Capacity Costs	Included in Price subject to Change in Law
Transmission Costs	Not Applicable
Transmission Loss Credits	Included in Price subject to Change in Law
Line Loss Costs	Included in Price subject to Change in Law
FERC Order 745 Costs	Included in Price subject to Change in Law
Balancing Congestion Costs	Included in Price subject to Change in Law
Transmission Reallocation Costs	Not Applicable

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are Not Applicable to this Agreement. All other costs listed above as "Included in Price subject to Change in Law" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

**Cost Components invoiced directly by the UDC.** The extent any of the Cost Components above are "Not Applicable", it means that charges for those Cost Components will be invoiced directly by the UDC ("UDC Charges"). If during the term of this Agreement, some or all of the UDC Charges are no longer invoiced by the UDC, we will pass those charges through to you.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the residual zone ("LMP") + \$.018000/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty-one (21) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ( )

Sales Rep: Stephanie Roy

G355379.50099.0 Printed: 9/14/2020



**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Ohio, the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**Conditions of Service.** For Account(s) located in the State of Ohio, in order for us to perform under this Agreement, you must comply with the terms of the UDC's tariffs and the Account(s) must be successfully enrolled in our name with a switch date assigned by the UDC (the "Conditions of Service"). Those terms, in part, require you to: (a) if applicable, enter into agreements with UDC for distribution service and (b) provide communication link(s) for any interval meter installed or to be installed by the UDC. For accounts located in Dayton Power & Light service territory, interval meters are required if the most recent 12-month period peak demand is equal or greater than 100 kW. For Accounts located in the AEP Ohio or Duke Energy Ohio service territory, interval meters meeting the UDC's requirements and a dedicated analog phone line are required if the most recent 12-month period peak demand is greater than 200kW. You are responsible for the incremental costs of the interval meters and dedicated phone line (as applicable) and the incremental costs associated with the installation of the required interval metering and dedicated phone line (as applicable). You must sign and submit to the UDC, with a copy to us, a work order request before we can enroll the Account. Should you fail to install the required equipment, you acknowledge that the UDC may choose to switch your Account(s) back to UDC service.

**Environmental Disclosure Information.** For Account(s) located in the State of Ohio, our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A hereto and incorporated herein by reference and will be made available periodically with our invoices and is available upon request.

**Right to Rescission.** For Account(s) located in the State of Ohio, if your Account(s) is classified by the UDC as a "Small Commercial Customer" (defined as a commercial or industrial customer using less than 700,000 kWh annually and not part of a national account with multiple facilities in one or more states), you will receive a confirmation notice from your UDC indicating your selection of Seller as your Competitive Retail Electric Service Supplier ("CRES Supplier"). Upon receipt of the notice, you may rescind this Agreement without penalty at any time within the 7-day rescission period by following the instructions provided by the UDC. You must write or call the UDC to submit your rescission request by following the instructions on the UDC notice.

**Right to Cancel.** For Account(s) located in the State of Ohio, if you are a Small Commercial Customer and you move outside of where we provide service or into an area where we charge a different price, either of us may terminate the Agreement without penalty. **We have the right to terminate this Agreement for any failure by you to comply with any material obligations as more specifically set forth in Sections 3 and 4 of our General Terms and Conditions attached hereto. If you are a Small Commercial Customer, we have to provide you 14 days prior written notice if we exercise our rights to terminate this Agreement pursuant to our rights set forth in Section 4 of our General Terms and Conditions attached hereto. Also, as a Small Commercial Customer, if we fail to comply with any material obligations, you may also terminate the Agreement and are entitled to the same remedies available to us, including those set forth in Section 4 of the General Terms and Conditions.** Should the Agreement be canceled, terminated or expired, you agree to remit full payment, without offset or reduction of any kind, within 21 days of a final invoice date, of all outstanding charges, inclusive of all applicable fees and collection costs. Upon cancellation of this Agreement, your electric service will automatically default to the UDC's Standard Service Offer supply unless you select another CRES Supplier. You acknowledge that taking service under the UDC's Standard Service Offer supply will mean a return to regulated electric service, including energy, transmission and distribution services provided by the UDC under its applicable tariffs. Such UDC service does not necessarily entitle you to the same rates, terms and conditions that apply to other customers served by the UDC.

**Right to Request/Release Information.** For Account(s) located in the State of Ohio, you may request, twice within a 12-month period, up to 24 months of your payment history information with Seller without charge from Seller. Seller is prohibited from disclosing Small Commercial Customer's social security number or UDC account number without the Customer's affirmative written consent, except for Seller's collections and credit reporting, any participation in programs subject to the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code, or assigning this Agreement to another CRES Supplier pursuant to the assignment provisions of this Agreement.

**Right to Renew.** For Account(s) located in the State of Ohio, if you are a Small Commercial Customer, you also acknowledge and agree that if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month basis at the Holdover Rate described in the Term Section above, even though such Holdover Rate is a change in your price under this Agreement.

**Budget Billing/UDC Billing.** For Account(s) located in the State of Ohio, Seller does not offer budget billing. Your failure to timely pay all applicable UDC charges to the UDC may result in your Account(s) being disconnected. **You acknowledge that your price is in addition to any amount that may be charged to you by your UDC as a switching fee pursuant to us enrolling your Account(s) with such UDC.**

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Sales Rep: Stephanie Roy

G355379.50099.0 Printed: 9/14/2020

**Customer Complaints.** For Account(s) located in the State of Ohio, any complaints or disputes regarding your service may be directed to our Customer Service at the contact information listed below. If your complaints are not resolved after you have called us and/or your UDC (at the contact information provided below), or for general UDC information, you may call the Public Utilities Commission of Ohio (PUCO) for assistance toll free at 800-686-7826 or 614-466-3292, or for TTY toll free at 800-686-1570 from 8:00 am to 5:00 pm EPT week days, or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Ohio Power Company	OPC	1-800-277-2177

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Antwerp

Signature: \_\_\_\_\_

Signature: Janice Reeb

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

Printed Name: Janice Reeb

Title: Mayor

Date: 9.22.2020

Address: PO BOX 1046, 118 N MAIN ST  
ANTWERP, OH 45813-1046

Fax:

Phone: 419-258-2241

Email:

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Sales Rep: Stephanie Roy

G355379.50099.0

Printed: 9/14/2020

## General Terms and Conditions

### 1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

**"Balancing Congestion Costs"** means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and EL16-121-001 (January 31, 2017).

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

**"Deration Credits"** means the transmission loss deration value for each Account as accounted for by the ISO for the applicable UDC. If Deration Credits are noted as included in the contract price, then (a) the Retail Service Price will reflect the deration value and (b) the Line Loss Costs will be based on the metered usage multiplied by the applicable distribution and transmission line loss factors only.

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account; or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Included in Price subject to Change in Law," the Line Loss Costs are included in the Energy Costs and will not be invoiced

as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are included in the contract price, the contract price has been established based on the law resulting from Amended Substitute House Bill 6 of the 133rd Ohio General Assembly ("HB6"). Any increased or decreased costs of Seller resulting from enactment, amendment or repeal of any law applicable to renewable portfolio standards, including without limitation repeal or delayed implementation of HB6, may be passed through to Customer. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, as determined by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"Transmission Reallocation Costs"** means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

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**2. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in tariff or law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to

you. The changes described in this Section may change any or all of the charges described in this Agreement. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH

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RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

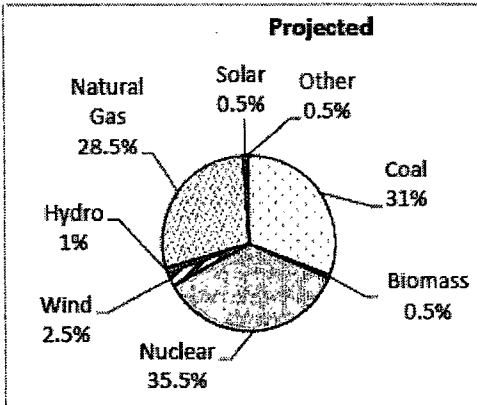
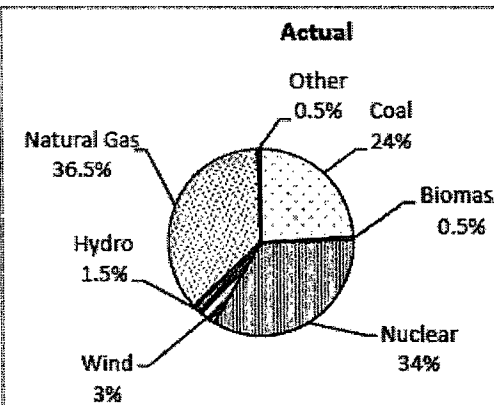
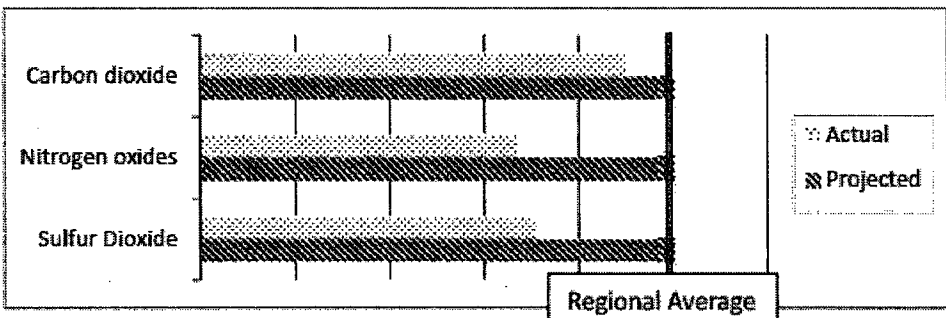
**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not

be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Environmental Disclosure Information – Quarterly Comparisons																							
Constellation NewEnergy, Inc.																							
Projected Data for the 2019 Calendar Year																							
Actual Data for the Period 01/01/19 to 12/31/19																							
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<div><p><b>Projected</b></p></div>	<div><p><b>Actual</b></p></div>																					
	<table><tr><td><b>Environmental Characteristics–</b>  A description of the characteristics associated with each possible generation resource.</td><td><table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table></td></tr></table>	<b>Environmental Characteristics–</b>  A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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<b>Air Emissions –</b>  Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<div></div>																						
	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh												
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<b>Radioactive Waste –</b>  Radioactive waste associated with the product.																							
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Constellation at <a href="http://www.constellation.com">www.constellation.com</a> or by phone at 844-636-3749.																							

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**ACCOUNT SCHEDULE:****For: Village of Antwerp****The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on September 14, 2020****We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices***Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.***THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 27

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
OPC	00140060702209263	302 E Washington St, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060708736721	102 Erie St, WATER WORKS, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060714053984	W River St STR Light Circuit, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060715388235	Road 176, OL, Antwerp, OH 45813	05/24/21	05/21/23	\$0.04253
OPC	00140060716908652	109 Erie St, WTR PUMPING STA, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060717934880	503 W River St, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060723141610	W DAGGETT ST, FIRE DEPT, ANTWERP, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060725648133	N Main St, SEWER PUMPING, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060725864285	E River St Bldg Park Dr, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060729689563	COUNTY ROAD 424, OL - PARK, ANTWERP, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060734977365	Woodcox St, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060737118340	401 S HARRMANN RD, ANTWERP, OH 45813-9581	05/20/21	05/20/23	\$0.04253
OPC	00140060739098104	118 N MAIN ST TOWN HALL, ANTWERP, OH 458138402	05/20/21	05/20/23	\$0.04253
OPC	00140060742337871	203 S Cleveland St, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060754202361	County Road 424, LIGHTING-PARK, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060755562971	Erie St, WATER PUMPING, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060762067082	Erie St, WATER PUMPING, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060762295150	STONE ST, LIFT STATION, ANTWERP, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060765717581	514 N MAIN ST, ANTWERP, OH 45813-8405	05/20/21	05/20/23	\$0.04253

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Errors and omissions excepted. Std. Short Form v.2010 Rev Nov-01-2017 ( )

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OPC	00140060770157513	204 W Daggett St, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060778043314	Erie St, WATER PUMPING, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060784499492	TOWN HALL, 118 N MAIN ST, ANTWERP, OH 45813-8402	05/31/21	05/30/23	\$0.04253
OPC	00140060791494375	Road 43, TREATMENT PLT, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060792827043	S Main St, Antwerp, OH 45813	05/20/21	05/20/23	\$0.04253
OPC	00140060794807175	303 S HARRMANN RD CROSS GAURDFLASHING LITES, ANTWERP, OH 458139574	05/24/21	05/21/23	\$0.04253
OPC	00140060796039340	13800 ROAD 43, ANTWERP, OH 45813-9417	05/20/21	05/20/23	\$0.04253
OPC	00140060796713130	240 E RIVER ST, ANTWERP, OH 45813-9490	05/20/21	05/20/23	\$0.04253

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.**

**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to Muirfield Energy, Inc ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ( )

Sales Rep: Stephanie Roy

G355379.50099.0 Printed: 9/14/2020

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

ORDINANCE NO. 2020-11

AN ORDINANCE ACCEPTING THE FINAL PLAT OF THE MAUMEE LANDING SUBDIVISION - PHASE 8 (LOT 31) TO THE ADDITION TO THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, PURSUANT TO ORDINANCE NO. 94-17, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village of Antwerp approved the preliminary plat of the Maumee Landing Subdivision submitted by Olen McMichael, the developer for the Maumee Landing Subdivision. Said preliminary plat was discussed, approved and accepted by the council at its regular meeting on May 8, 2006; however, the minutes from that meeting failed to reflect council's action on the preliminary plat. At the special meeting of the council on July 30, 2008, the council renewed its motion to accept the preliminary plat for the Maumee Landing Subdivision, which motion was passed by a unanimous vote of the council members present.

**WHEREAS**, Olen McMichael has submitted the final plat of the Maumee Landing Subdivision - Phase 8 (Lot 31) to the Village of Antwerp Planning Commission, as well as to the Village of Antwerp Council, as required by Ordinance No. 94-17, the Village Subdivision Ordinance.

**WHEREAS**, the Planning Commission recommended that the final plat for Phase 8 (Lot 31) of the Maumee Landing Subdivision and the infrastructure improvements provided thereon be accepted.

**WHEREAS**, the final plat has been prepared by a licensed land surveyor, and in accordance with the Subdivision Ordinance, Ordinance No. 94-17, action will be taken by the Village Council within thirty (30) days after the submission of the final plat.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**SECTION 1.** That the recommendation of the Planning Commission as to the final plat of the Maumee Landing Subdivision - Phase 8 (Lot 31) to the addition to the Village of Antwerp, Paulding County, Ohio, described in **Exhibit A**, which is attached hereto and made a part hereof, is hereby approved, and that the final plat of the Maumee Landing Subdivision - Phase 8 (Lot 31) is hereby accepted.

**SECTION 2.** That the Village's engineer shall, upon the written request by the developer herein, inspect the construction of the streets, sewers, water mains, fire hydrants, and other infrastructure improvements identified in the plat and make a determination whether those improvements have been constructed in accordance with the specifications set forth in the approved plat and that such improvements are in good repair, which such findings shall be endorsed on the approved plat, and such endorsement shall constitute an acceptance of the improvements for public use by the Village.

**SECTION 3.** That all or parts of drives, roads and avenues as shown on the plat and not heretofore dedicated are hereby dedicated to public use as such, and easements shown on the plat are for the construction, operation and maintenance of all public and private utility purposes above and beneath the surface of the ground and, where necessary, are for the construction,

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, said streets identified by the developer on Exhibit A.

**SECTION 4.** That none of the lots as proposed on the plat be sold to any third party until all infrastructure improvements, as shown on the attached plat, have been completed and accepted by the Village of Antwerp, Paulding County, Ohio.

**SECTION 5.** That all requirements for the final plat have been provided as set forth in Ordinance No. 94-17, including, but not limited to, a notarized certification of the owners of the adoption of the plat, the dedication of the streets and other public areas, the approval and the signature of Village officials concerned with the specifications and inspection of utility installations and improvements, and certification by the County Auditor that there are no unpaid taxes on the property involved.

**SECTION 6.** That the Fiscal Officer for the Village of Antwerp, Ohio, is hereby authorized to record the final plat with the Paulding County Recorder and to obtain the certification of the Paulding County Recorder that the plat has been recorded. The payment of the recording fees are the responsibility of the developer.

**SECTION 7.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**SECTION 8.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the final plat for Phase 8 (Lot 31) of the Maumee Landing Subdivision must be approved in order to comply with the Village's Subdivision Ordinance and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: 9.21.20

Jan Reeb  
Jan Reeb, Mayor

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2020-09

AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE VILLAGE OF ANTWERP, OHIO, AND PARAGON TEMPERED GLASS, LLC FOR THE SUPPLY AND PURCHASE OF WATER AND PROVISION OF SEWER SERVICE.

WHEREAS, the Village of Antwerp, Ohio (the "Village"), has previously supplied water to Paragon Tempered Glass, LLC ("Paragon Tempered Glass") and treated sewage discharge from its facility located at 5406 County Road 424, Antwerp, Ohio 45813 (the "Paragon Antwerp facility"); and

WHEREAS, it is desirable for the Village to have an agreement with Paragon Tempered Glass for the sale and purchase of water and treatment of sewage discharge from the Paragon Antwerp facility by the Village.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

Section 1. The Village is hereby authorized to enter into an agreement for furnishing water and receiving sewage for treatment with Paragon Tempered Glass pursuant to the following rates and terms:

FOR CALENDAR YEAR 2021, 2022 and 2023:

- A. Paragon Tempered Glass shall pay the Village a monthly charge for the transportation and treatment of water delivered from the Village to the Paragon Antwerp facility. The monthly charge for water so delivered to the Paragon Antwerp facility shall be \$3.16 for each 1,000 gallons of water, plus a flat rate of \$17.55 per quarter, which shall be paid at the rate of \$5.85 per month.
- B. Paragon Tempered Glass shall pay the Village the sum of \$1.72 per 1,000 gallons of sewage collected into the Village's sewer treatment system from the Paragon Antwerp facility for treatment per month, plus a flat rate of \$40.44 per quarter, which shall be billed at the rate of \$13.48 per month.

Section 2. Paragon Tempered Glass shall install, operate and maintain in accordance with the Village's regulations all required meters.


Section 3. The agreement by and between the Village and Paragon Tempered Glass for the supply and purchase of water and provision of sewer service shall be in effect from January 1, 2021, to and including December 31, 2023.

Section 4. It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

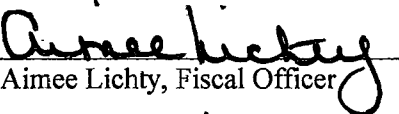
Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the welfare, convenience and prosperity of the Village and necessary to allow the supply and purchase of water and provision of sewer services to the Paragon Antwerp facility, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

  
Jan Reeb, Mayor  
Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

First Reading: Aug. 17, 2020  
Second Reading: Sept. 21, 2020  
Third Reading: Oct. 19, 2020

Accepted by Paragon Tempered Glass, LLC:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date signed: \_\_\_\_\_

ordinance no. 2020-09

stated to pg 2

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**ORDINANCE NO. 2020-09**

**AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE  
VILLAGE OF ANTWERP, OHIO, AND PARAGON TEMPERED GLASS, LLC  
FOR THE SUPPLY AND PURCHASE OF WATER AND PROVISION OF  
SEWER SERVICE.**

**WHEREAS**, the Village of Antwerp, Ohio (the "Village"), has previously supplied water to Paragon Tempered Glass, LLC ("Paragon Tempered Glass") and treated sewage discharge from its facility located at 5406 County Road 424, Antwerp, Ohio 45813 (the "Paragon Antwerp facility"); and

**WHEREAS**, it is desirable for the Village to have an agreement with Paragon Tempered Glass for the sale and purchase of water and treatment of sewage discharge from the Paragon Antwerp facility by the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** The Village is hereby authorized to enter into an agreement for furnishing water and receiving sewage for treatment with Paragon Tempered Glass pursuant to the following rates and terms:

FOR CALENDAR YEAR 2021, 2022 and 2023:

**A.** Paragon Tempered Glass shall pay the Village a monthly charge for the transportation and treatment of water delivered from the Village to the Paragon Antwerp facility. The monthly charge for water so delivered to the Paragon Antwerp facility shall be \$3.16 for each 1,000 gallons of water, plus a flat rate of \$17.55 per quarter, which shall be paid at the rate of \$5.85 per month.

**B.** Paragon Tempered Glass shall pay the Village the sum of \$1.72 per 1,000 gallons of sewage collected into the Village's sewer treatment system from the Paragon Antwerp facility for treatment per month, plus a flat rate of \$40.44 per quarter, which shall be billed at the rate of \$13.48 per month.

**Section 2.** Paragon Tempered Glass shall install, operate and maintain in accordance with the Village's regulations all required meters.

**Section 3.** The agreement by and between the Village and Paragon Tempered Glass for the supply and purchase of water and provision of sewer service shall be in effect from January 1, 2021, to and including December 31, 2023.

**Section 4.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the welfare, convenience and prosperity of the Village and necessary to allow the supply and purchase of water and provision of sewer services to the Paragon Antwerp facility, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in full force after the earliest period allowed by law.

Jan Reeb  
Jan Reeb, Mayor  
Village of Antwerp

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

First Reading: Aug. 17, 2020

Second Reading: Sept. 21, 2020

Third Reading: Oct. 19, 2020

Accepted by Paragon Tempered Glass, LLC:

By: Tim D. ERLI  
Its: VICE PRESIDENT - FINANCE

Date signed: OCT, 21, 2020



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO: 2020-15

### **AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE VILLAGE OF ANTWERP, OHIO TO ADD NEW SUBSECTION (B) TO SECTION 905 ENTITLED "TEMPORARY BUILDINGS" TO INCLUDE REGULATIONS REGARDING PORTABLE STORAGE CONTAINERS, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Council of the Village of Antwerp initiated an amendment to the Zoning Ordinance of the Village of Antwerp, specifically to add new subsection (B) to Section 905 entitled "Temporary Buildings" to include regulations regarding the use of portable storage containers as detailed in Resolution No. 2020-04 adopted on July 20, 2020, and

**WHEREAS**, after the adoption of Resolution No. 2020-04, the same was transmitted to the Planning and Zoning Commission of the Village of Antwerp and the Planning and Zoning Commission recommended that the proposed amendment to the Zoning Ordinance of the Village of Antwerp be modified to increase the time period allowing portable storage containers to be located on residential property and for any extension determination to be made by the Village Administrator;

**WHEREAS**, the Planning and Zoning Commission of the Village of Antwerp transmitted its recommendation on said proposed amendment within sixty (60) days from receipt of the proposed amendment in compliance with Section 707 of the Zoning Ordinance of the Village of Antwerp, Ohio, and

**WHEREAS**, the Council of the Village of Antwerp held a public hearing on this recommendation on September 25, 2020, in compliance with Section 708 of the Zoning Ordinance of the Village of Antwerp, Ohio, after notice of said public hearing was published and any required notice mailed to property owners in compliance with Sections 709 and 710 of the Zoning Ordinance of the Village of Antwerp, Ohio.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, that the Council adopts the recommendation of the Planning and Zoning Commission and approves the amendment to the Zoning Ordinance as follows:

**Section 1.** The Council of the Village of Antwerp moves to adopt the recommendation of the Planning and Zoning Commission that the Zoning Ordinance be amended, specifically to add new subsection (B) to Section 905, which Section shall now read as follows:

#### **SECTION 905 Temporary Buildings.**

(A) Temporary buildings, construction trailers, equipment and material used in conjunction with construction work only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. Storage of such facilities or equipment beyond the completion date of the project shall require a zoning permit authorized by the Zoning Inspector.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

(B) Portable Storage Containers that are loaded with materials and placed on a residential property for the purpose of temporarily storing materials are permitted with the following regulations:

(1) Portable Storage Containers shall not be located on any parcel for a period exceeding ninety (90) days from date of delivery. At the end of ninety (90) days, an extension for a maximum thirty (30) additional days may be granted by the Village Administrator based on just cause.

(2) Portable Storage Containers shall not be located on any parcel for a period exceeding one hundred twenty (120) days per calendar year.

(3) Portable Storage Containers shall be kept in the driveway of the property at the furthest accessible point from the street. The location of the Portable Storage Container on a driveway shall not obstruct visibility nor block the sidewalk. If no driveway is present, approval from Village departments for the placement of the Portable Storage Container prior to its delivery is required.


(4) Only one Portable Storage Container shall be placed at any residential property at one time.

**Section 2.** The addition of subsection (B) to Section 905 shall be incorporated into the Zoning Ordinance of the Village of Antwerp upon the date this Ordinance becomes effective by law.

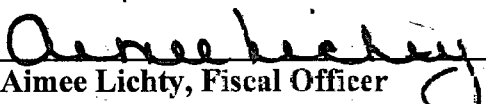
**Section 3.** It is found and determined that all formal actions of the council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council, and that all deliberations of the council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including all lawful Ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is deemed an emergency measure necessary for the preservation of the public health, safety and welfare, and for the further reason to comply with Section 711 of the Zoning Ordinance, which requires the Village Council to act within thirty (30) days of the public hearing on the proposed amendment, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED THIS 19 day of October, 2020.

  
Jan Reeb, Mayor  
Village of Antwerp, Ohio

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## RESOLUTION NO. 2020- 08

### **A RESOLUTION TO URGE GOVERNOR DEWINE AND THE OHIO LEGISLATURE TO EXTEND THE DEADLINE FOR OPERATING MEETINGS REMOTELY, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, on March 25, 2020, the Ohio Legislature passed House Bill 197, which includes a provision allowing members of public bodies to hold and attend meetings, and conduct hearings by means of teleconference, video conference, or any other similar electronic technology during the declared emergency but not beyond December 1, 2020; and

**WHEREAS**, on March 27, 2020, Governor DeWine signed this Bill into law; and

**WHEREAS**, Ohio has experienced a large spike of positive COVID-19 cases recently; and

**WHEREAS**, on November 11, 2020, Governor DeWine implemented a revised mask order and new social gathering order, and advised that bars, restaurants, and fitness centers may remain open, but this will be reassessed on November 19, 2020 for potential closures; and

**WHEREAS**, as of November 12, 2020, Ohio set a record for number of new daily COVID-19 cases, and there are 68 counties in Ohio currently rated as having a very high risk of exposure and spread (Red Level 3) with Paulding County being upgraded to Level 3; and

**WHEREAS**, Ohio Senator Fedor has introduced Senate Bill 365 to extend the deadline to operate meetings remotely through the end of the COVID-19 pandemic.

**NOW THEREFORE**, be it resolved by the Council of the Village of Antwerp, County of Paulding, State of Ohio:

**Section 1.** This Council and Mayor hereby urge Governor DeWine and the Ohio Legislature to approve an extension allowing the operation of public meetings to take place remotely through the end of the COVID-19 pandemic.

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village as a result of COVID-19, and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Date Nov 16, 2020

Jan Reeb  
Jan Reeb, Mayor of the Village of Antwerp

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

ORDINANCE NO. 2020-12

AN ORDINANCE ESTABLISHING COMPENSATION FOR THE VILLAGE OF ANTWERP, OHIO FOR THE CALENDAR YEAR 2021

WHEREAS, O.R.C. Section 731.13 provides that the legislative authority of a village shall fix compensation, and the Village Council hereby fixes the compensation of Village officials, employees, appointees and volunteers for the Village of Antwerp, Ohio for the calendar year 2021 as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1. That compensation and wage rates for the various Village officials, employees, appointees, and volunteers for calendar year 2021 is hereby adopted as follows:

Position	Compensation / Wage Rate	
Mayor	\$9,600.00	Base annual salary
Council Members –existing Newly elected Council Members	\$3,800.00	Base annual salary
Fiscal Officer	\$27,338.74	Base annual salary
Village Administrator	\$48,986.60	Base annual salary
Chief of Police	\$49,193.82	Base annual salary
Police - Full Time - On Probation	\$28,811.69 to \$32,98.48	Base annual salary
Police - Full Time	\$32,975.17 to \$39,029.15	Base annual salary
Police - Part Time	\$10.66 to \$20.58	per hour
Police - Reserves	\$10.66 to \$16.46	per hour
Fire Chief	\$2,743.56	Base annual salary
Fire Dept. Secretary	\$432.06	Base annual salary
Fire Chief Assistant	\$432.06	Base annual salary
	\$11.71	per meeting
	\$15.20	first hour
	\$11.83	each add'l hour

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

Fire Captains	\$127.55	Base annual salary
Fire Lieutenants	\$89.18	Base annual salary
Volunteer Fireman	\$11.71	per training hour
	\$11.71	first hour
	\$11.71	each add'l hour
EMS Coordinator	\$2,743.33 to \$4,114.98	Base annual salary
EMS Maintenance Man	\$775.09	Base annual salary
EMS Assistant	\$360.19	Base annual salary
EMS Secretary	\$360.19	Base annual salary
EMS Drivers	\$10.38	per hour
EMR	\$11.46	per hour
EMT – A (BLS – Basic Life Support)	\$12.54	per hour
EMT - B (Immediate Life Support)	\$16.21	per hour
All EMS Personnel	\$12.08	per training hour
General Labor/Utilities Billing Clerk	\$9.66 to \$15.28	per hour
Mayor's Court Clerk/EMS Billing Clerk	\$9.66 to \$15.28	per hour
Tech I Water/Sewer/Assigned Duties	\$16.20 to \$20.91	per hour
Tech II Water/Sewer/Assigned Duties	\$17.88 to \$23.00	per hour

Section 2. Each Department Head has the authority to establish a wage rate and change in an employee's compensation within the wage structure above based upon the Village's finances and an employee's level of education, performance, attendance, certifications / licensures, knowledge, skill, abilities, variety and scope of responsibilities, and such other attributes the Department Head considers necessary for the position.

Section 3. Any and all other benefits to which Village officials and employees may be entitled are as set forth in the Village of Antwerp's Personnel Manual, subject to any and all amendments thereto, and any applicable Ordinances and Resolutions of the Village.

Section 4. It is found and determined that all formal actions of the Council

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

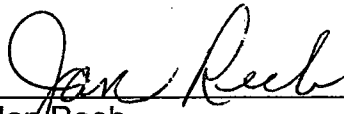
Passed \_\_\_\_\_

concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.


Section 5. All prior legislation, or any part thereof, which is inconsistent with this Ordinance is hereby repealed as to the inconsistent parts thereof.

Section 6. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 21 day of December, 2020

  
\_\_\_\_\_  
Jan Reeb  
Mayor of the Village of Antwerp

Attest:

  
\_\_\_\_\_  
Aimee Lichty, Fiscal Officer

First Reading: Oct 19, 2020

Second Reading: Nov 16, 2020

Third Reading: Dec 21, 2020

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, O-HIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-13

### AN ORDINANCE TO ESTABLISH THE TIME AND PLACE OF REGULAR MEETINGS OF THE COUNCIL FOR THE VILLAGE OF ANTWERP, PAULDING COUNTY, OHIO, FOR CALENDAR YEAR 2021

**WHEREAS**, the Council of the Village of Antwerp, Paulding County, Ohio, is desirous of holding regular monthly council meetings in calendar year 2021; and

**WHEREAS**, in accordance with Ohio Revised Code Section 731.46, the Village Council hereby establishes the time and place of regular meetings of the Council for calendar year 2021 as provided herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio, as follows:

**Section 1.** Regular meetings of the Council shall be held at the Council Chambers located at 118 North Main Street in the Village of Antwerp, Ohio.


**Section 2.** Regular meetings of the Council shall be held on the third (3<sup>rd</sup>), Monday of each month at 5:30 p.m., except for those third (3<sup>rd</sup>) Mondays that are deemed a holiday under the personnel manual of the Village of Antwerp, then the regular council meeting shall be the third (3<sup>rd</sup>) Wednesday of that month at 7:00 a.m., which includes the regular meeting of the Council for January 2021 and February 2021. The regular meeting of the Council for January 2021 will be held on January 20, 2021, at 7:00 a.m., and the regular meeting of the Council for February 2021 will be held on February 17, 2021, at 7:00 a.m.

**Section 3.** This Ordinance shall be in effect for regular meetings of the Council starting in January 2021, and be subject to amendment at the request of the Mayor of the Village of Antwerp or at the request of a member of the Council. Notice of any change in the time and/or place of a regular meeting of the Council shall be provided in accordance with Ordinance No. 2012-18.

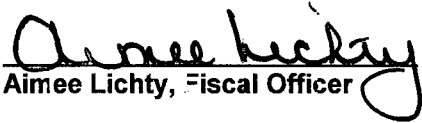
**Section 4.** It is found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 21 day of December, 2020

  
Jan Reeb  
Mayor of the Village of Antwerp

ATTEST:

  
Aimee Lichty, Fiscal Officer

First Reading: Dec 19, 2020

Second Reading: Nov 16, 2020

Third Reading: Dec 21, 2020



**EXHIBIT A****SECTION XXVII: PROHIBITION AGAINST TEXT-BASED COMMUNICATIONS  
WHILE DRIVING (ORC § 4511.204)**

- A. No Employee shall use a handheld electronic wireless communications device to write, send, or read a text-based communication while operating a Village vehicle or while operating a personal vehicle when on duty.
- B. This prohibition contained in Section A does not apply to any of the following:
1. An Employee using a handheld electronic wireless communications device in that manner for emergency purposes, including an emergency contact with a law enforcement agency, hospital or health care provider, fire department, or other similar emergency agency or entity;
  2. An Employee driving a public safety vehicle who uses a handheld electronic wireless communications device in that manner in the course of the Employee's duties;
  3. An Employee using a handheld electronic wireless communications device in that manner whose motor vehicle is in a stationary position and who is outside a lane of travel;
  4. An Employee reading, selecting, or entering a name or telephone number in a handheld electronic wireless communications device for the purpose of making or receiving a telephone call;
  5. An Employee receiving wireless messages on a device regarding the operation or navigation of a motor vehicle; safety-related information, including emergency, traffic, or weather alerts; or data used primarily by the motor vehicle;
  6. An Employee receiving wireless messages via radio waves;
  7. An Employee using a device for navigation purposes;
  8. An Employee conducting wireless interpersonal communication with a device that does not require manually entering letters, numbers, or symbols or reading text messages, except to activate, deactivate, or initiate the device or a feature or function of the device;
  9. An Employee operating a commercial truck while using a mobile data terminal that transmits and receives data;
  10. An Employee using a handheld electronic wireless communications device in conjunction with a voice-operated or hands-free device feature or function of the vehicle.
- C. The following definitions apply to this Section of the Personnel Manual:
1. "Electronic wireless communications device" includes any of the following:
    - a. A wireless telephone;
    - b. A text-messaging device;

- c. A personal digital assistant;
    - d. A computer, including a laptop computer and a computer tablet;
    - e. Any other substantially similar wireless device that is designed or used to communicate text.
  - 2. "Voice-operated or hands-free device" means a device that allows the user to vocally compose or send, or to listen to a text-based communication without the use of either hand except to activate or deactivate a feature or function.
  - 3. "Write, send or read a text-based communication" means to manually write or send, or read a text-based communication using an electronic wireless communications device, including manually writing or sending, or reading communications referred to as text messages, instant messages, or electronic mail.
- D. An Employee that violates this Section shall be subject to disciplinary action up to and including a three (3) day suspension, depending on the circumstances. Repeated violations may result in more severe disciplinary action.

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 622C-3

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-14

**AN ORDINANCE ADOPTING AMENDMENTS TO THE PERSONNEL MANUAL FOR THE VILLAGE OF ANTWERP, OHIO, SPECIFICALLY, AMENDMENTS TO ADD A NEW SECTION XXVII ENTITLED "PROHIBITION AGAINST TEXT-BASED COMMUNICATIONS WHILE DRIVING (ORC § 4511.204)" AND RE-NUMBER ALL EXISTING SECTIONS THEREAFTER**

**WHEREAS**, the Council of the Village of Antwerp desires to amend the Personnel Manual for the Village of Antwerp, Ohio, said amendments to be effective January 1, 2021.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, County of Paulding, and State of Ohio:

**Section 1.** The Council of the Village of Antwerp, Ohio, amends the Personnel Manual to add a new Section XXVII entitled "Prohibition Against Text-Based Communications While Driving (ORC § 4511.204)". A copy of the amendment to the Personnel Manual is attached hereto and made a part hereof as **Exhibit A**. All existing sections in the Personnel Manual that are located therein after the insertion of new Section XXVII will be renumbered.

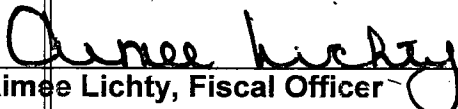
**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Enacted this 21 day of December, 2020

  
Jan Reeb  
Mayor of the Village of Antwerp

ATTEST:

  
Aimee Lichty, Fiscal Officer

First Reading: Dec 19, 2020

Second Reading: Nov. 16, 2020

Third Reading: Dec. 21, 2020

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

Village Snow and Ice Agreement (Rev. 8/13/2020)

ODOT AGREEMENT NO. 35463  
Village Consent Ordinance/Resolution No. 2020-14

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

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the Village of Antwerp, 118 N. Main St., Antwerp, Ohio 45813, hereinafter referred to as the "VILLAGE" and shall be referred to singularly as "party" and collectively as "parties".

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

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

WHEREAS, it is in the interest and safety of the traveling public and it serves to manage public resources of ODOT and VILLAGE in an efficient manner that ODOT perform snow and ice removal and control on SR-49 within the VILLAGE.

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

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will remove snow and ice and apply snow and ice control material on SR-49 within the VILLAGE's corporate limits during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT's responsibility. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting village roads and streets.

2. OBLIGATIONS OF THE VILLAGE

- 2.1 The VILLAGE grants ODOT the right to use and occupy the right-of-way in and abutting the section of SR-49 herein described for the purposes of performing snow and ice removal and control operations.

# RECORD OF ORDINANCES

BaF. RETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Village Snow and Ice Agreement (Rev. 8/13/2020)

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

### 3. INSPECTIONS

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

### 4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence on the date of the last signature below and shall be for a term of five (5) years unless terminated sooner pursuant to paragraph 5.2 of this Agreement and shall automatically renew for successive five (5) year terms.
- 4.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

### 5. GENERAL PROVISIONS

- 5.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 5.2 Either party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties consent to modifications of the contract, then an amendment shall be drawn, approved and executed in the same manner as the original agreement.
- 5.3 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5.4 The State of Ohio and ODOT are self-insured.
- 5.5 ODOT is hereby released from any and all liability for damage or injury received by the VILLAGE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.
- 5.7 If the VILLAGE breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

Village Snow and Ice Agreement (Rev. 8/13/2020)

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

6. NOTICE

6.1 Notices under this agreement shall be directed as follows:

VILLAGE of ANTWERP	Ohio Department of Transportation
118 N. Main St.	District 1
Antwerp, OH 45813	1885 N. McCullough St.
	Lima, OH 45301

7. SIGNATURES

- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.
- 7.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

APPROVAL AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AUTHORITY TO, APPLY, MAINTAIN AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE VILLAGE CORPORATE LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATE LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION.

WHEREAS, the Director of Transportation, under Section 5521.01 of the Revised Code of Ohio, is authorized upon request and approval of the legislative authority of the Village to maintain, repair and apply standard longitudinal pavement marking lines and to erect regulatory and warning signs, as defined in the manual adopted under section 4511.09 of the Revised code on any section of a State Highways within the corporate limits of a village; and

WHEREAS, the Director of Transportation, under Section 5501.41, Revised Code of Ohio, may, upon consent of the legislative authority of the Village, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of a Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the Village, perform maintenance and/or repair on the State Highways within the corporate limits of the Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and

WHEREAS, State Highway Nos. SR-49 lie within the Village of Antwerp, Paulding County; and

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to the application, maintenance and repair of standard longitudinal pavement markings and the erecting of regulatory and warning signs, and may include if an Agreement is entered into, the removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of Village but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets, and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the Village; and

WHEREAS, this ordinance shall not relieve or discharge the Village from responsibility for emergency repair of signs installed by the Department of Transportation; and

WHEREAS, this ordinance shall not relieve or discharge the Village from any claim or claims of any nature arising from, or growing out of, the work by the Department of Transportation of the State of Ohio on said highways in the Village, and the Village shall save the State of Ohio harmless from any and all such claims; and

WHEREAS, this ordinance is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the Village and the Department of Transportation regarding any other maintenance and repair.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Antwerp, State of Ohio as follows:

SECTION I: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio for said Department to apply standard longitudinal pavement markings, and to erect regulatory and warning signs on said State Highways in accordance with the standard practices of the Ohio Department of Transportation.

SECTION II: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to remove snow and ice and use snow and ice control material on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION III: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to perform certain maintenance and/or repair on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION IV: That the Village (list position) Administrator is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material on said State Highways within the corporate limits of the Village and any agreement with ODOT for certain maintenance and/or repair of the State Highways within the corporate limits of the Village.

SECTION V: That the Clerk is hereby directed to furnish the Director of Transportation and the Board of County Commissioners of Paulding, Ohio, with a certified copy of this Ordinance immediately upon execution.



SECTION VI: That this Ordinance shall take effect and be in force at the earliest time allowed by law.

Passed: Dec. 21, 20 20

Attest: Aimee Lichty Clerk

Jan Reeb, Mayor

CERTIFICATE OF COPY

Village of Antwerp

County of Paulding Ohio

SS:

I, Aimee Lichty, as Clerk of the Village of Antwerp, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the council of said Village on the 21 day of Dec, 2020; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Ordinance Record No. 2020-16 Page         .

I have hereunto subscribed my name and affixed my official seal this 21 day of December, 20 20.

(SEAL)

Aimee Lichty Clerk  
Village of Antwerp, Ohio

ACCEPTED AND APPROVED by the Ohio Department of Transportation

  , Director of Transportation

Date:

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

Village Snow and Ice Agreement (Rev. 8/13/2020)

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

VILLAGE OF ANTWERP

By: Sara Keenan

Printed Name: Sara Keenan

Title: Village Administrator

Date: 12/21/2020

STATE OF OHIO

Department of Transportation

By: Jack Marchbanks, Director

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

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-17

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$38,000.00 FROM THE GENERAL FUND TO THE POLICE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Police Fund to provide necessary funding for the operations of the police department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Police Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.16.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Thirty Eight Thousand Dollars and Zero Cents (\$38,000.00) from the General Fund to the Police Fund.

**Section 2.** The transfer of these funds from the General Fund to the Police Fund is necessary for the operation of the police department of the Village of Antwerp.

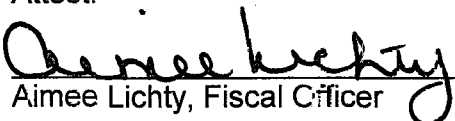
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the police department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date Dec 21 2020

  
Jan Reep,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No \_\_\_\_\_

Passed \_\_\_\_\_

## RESOLUTION NO. 2020-07

### A RESOLUTION AUTHORIZING THE SALE OF SURPLUS VILLAGE PROPERTY BY INTERNET AUCTION IN CALENDAR YEAR 2021

**WHEREAS**, Council for the Village of Antwerp, Ohio ("Village") has determined that certain personal property owned by the Village is not needed, obsolete, or unfit for municipal purposes; and

**WHEREAS**, Ohio Revised Code Section 721.15(D) authorizes the Village to dispose of such property, no matter the value of such property, by internet auction; and

**WHEREAS**, Council has determined that the most cost effective and efficient means of disposing of said property is to utilize the internet auction process

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANTWERP, COUNTY OF PAULDING, STATE OF OHIO:**

**Section 1.** That Council hereby expresses its intent to dispose of personal property owned by the Village that is not needed, obsolete, or unfit for municipal purposes.

**Section 2.** That the Village will conduct internet auctions pursuant to Ohio Revised Code Section 721.15(D).

**Section 3.** Each Department Head shall determine said property to not be needed for public use, obsolete or unfit for the use for which it was acquired and shall submit that property with a suggested minimum price to be sold by internet auction to the Village Administrator.

**Section 4.** That the Village Council hereby designates the Village Administrator as its representative and shall be the official point of contact for all internet auctions. This person shall be responsible for the following:

- A. Establish a minimum price for each item of Village property to be auctioned;
- B. Establish "terms and conditions" for online sales in accordance with this Resolution which shall be available for review on the Village's website;
- C. Ensure that the property is sold by internet auction in accordance with this Resolution and the "terms and conditions" for online sales; and
- D. Ensure that the Village receives all monies due and owing to the Village as a result of the sale of said property.

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

**Section 5.** That the internet auction will be conducted in the following manner under the following general terms and conditions:

A. All property will be offered for sale subject to the "Village of Antwerp Online Sales Terms and Conditions";

B. All property is offered for sale **"AS IS, WHERE IS, AND WITHOUT WARRANTY."** The Village of Antwerp, Ohio makes no warranty, guaranty or representations of any kind, either express or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The "buyer" of any Village property is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential – against the Village that in any way relates to the purchase and/or use of the property;

C. All property will be available to the public on the Village's website for a minimum of ten (10) business days for bidding;

D. The surplus property may be viewed on the Village's website or in person by contacting the Village Administrator during regular business hours;

E. If any Village property offered for sale by internet auction is not sold within ten (10) days after being posted on the Village's website, the Village may withdraw said property from the internet auction at any time;

F. Sealed bids for such property shall be delivered to the offices of the Village Fiscal Officer at 118 North Main Street, Antwerp, Ohio, during normal business hours;

G. The Village Fiscal Officer shall open the bids at noon the next business day following the close of the internet auction and notify the successful bidder of being awarded the bid;

H. The Village property shall not be transferred to a successful bidder until such time as guaranteed payment has been received in full by either money order or cash and the successful bidder shall have seven (7) days from being notified to make arrangements to pick-up the property; and

I. Council reserves the right to reject any and all bids and to withdraw from sale any items listed on the Village's website.

**Section 6.** That the Village Fiscal Officer is hereby directed to publish notice of Council's intent to sell surplus property in a newspaper of general circulation in the municipal corporation or as provided in section 7.16 of the Revised Code, notice of its intent to sell not needed, obsolete, or unfit municipal personal property by internet auction. Said notice shall include a summary of the information provided in this resolution and shall be published twice. The second notice shall be published not less than ten nor more than twenty days after the previous notice. A similar notice also shall

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

be posted continually throughout the calendar year in a conspicuous place in the offices of the Village Fiscal Officer and the legislative authority. The notice shall also be posted on the Village's website continually throughout the calendar year.

**Section 7.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 8.** This Resolution shall take effect and be in force after the earliest period allowed by law and shall be effective for calendar year 2021.

Date 12-21-2020

Jan Reeb  
Jan Reeb,  
Mayor of the Village of Antwerp

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

First Reading: Oct. 19, 2020

Second Reading: Nov. 16, 2020

Third Reading: Dec 21 2020

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

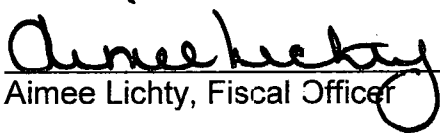
Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

CERTIFICATION

STATE OF OHIO                    )  
  )SS:  
COUNTY OF FAULDING        )

I, Aimee Lichty, Fiscal Officer of the Village of Antwerp, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2020- 07 passed by the Council of the Village of Antwerp on 12-21, 2020; that publication of such Resolution has been made and certified of record according to law; and that no proceedings looking to a referendum upon such Resolution has been taken.

  
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

## ORDINANCE NO. 2020-18

### AN ORDINANCE AUTHORIZING THE VILLAGE FISCAL OFFICER TO TRANSFER \$25 000.00 FROM THE GENERAL FUND TO THE FIRE FUND, AND DECLARING THE SAME AN EMERGENCY

**WHEREAS**, the Village Fiscal Officer has determined that it is necessary to transfer certain funds from the General Fund to the Fire Fund to provide necessary funding for the operations of the fire department, and

**WHEREAS**, the Village Council must approve certain transfers pursuant to Ohio Revised Code Section 5705.14, and

**WHEREAS**, this is a transfer of funds pursuant to Ohio Revised Code Section 5705.14(E), which requires a majority vote of the Village Council to authorize transfers from the General Fund to any other fund of the Village, and

**WHEREAS**, the Village Council elects to approve the transfer of funds from the General Fund to the Fire Fund with the understanding that the Village is not required to seek any other approvals as may be required for other transfers of funds under Ohio Revised Code Sections 5705.15 and 5705.13.

**NOW THEREFORE BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

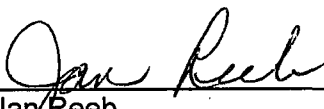
**Section 1.** The Village Fiscal Officer is hereby authorized to transfer the sum of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the General Fund to the Fire Fund.

**Section 2.** The transfer of these funds from the General Fund to the Fire Fund is necessary for the operation of the fire department of the Village of Antwerp.


**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances, resolutions, and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of funds for the operation of the fire department necessary for the well being of the residents and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date Dec 21 2020

  
Jan Reeb,  
Mayor of the Village of Antwerp

Attest:

  
Aimee Lichty, Fiscal Officer



# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

## ORDINANCE NO. 2020-19

**AN ORDINANCE AUTHORIZING EXPENDITURE AND DIRECTING THE ADVERTISEMENT TO SOLICIT BIDS FOR THE VILLAGE OF ANTWERP, OHIO TO PURCHASE FIRE GEAR TO AID IN THE PROVISION OF FIRE PROTECTION SERVICES PURSUANT TO OHIO REVISED CODE § 737.24; AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, the Village of Antwerp, Ohio ("Village") is in need of new fire gear to aid in the provision of fire protection services, specifically fourteen (14) self-contained breathing apparatus (SCBA) harnesses (no cylinder / no face piece), fourteen (14) face pieces (must be fitted), and twenty-eight (28) carbon-wrapped cylinders (45 minute - 4500 psi), plus all warranties, service and warranty support, delivery, regulatory approvals, and required components as outlined in the specifications and bid documents (referred to herein as the "fire gear"); and

**WHEREAS**, the Village applied for an Assistance to Firefighters Grant through the Federal Emergency Management Agency to purchase the fire gear that will be used in the provision of fire protection services by the Antwerp Fire Department; and

**WHEREAS**, the grant has been awarded to fund the purchase of the fire gear and the Council of the Village authorizes said expenditure and directs the Village Administrator to solicit bids for the purchase of the fire gear, which will be owned by the Village; and

**WHEREAS**, this Council authorizes the Village Administrator to purchase said equipment following the process set forth in Ohio Revised Code § 731.141.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** It is hereby found that the Village is in need of new fire gear and has received funding through a grant for such purchase and that the Council of the Village has authority under Ohio Revised Code § 737.24 to purchase the fire gear.

**Section 2.** The Village Administrator is hereby authorized to advertise for bids for the Village to purchase the fire gear, such advertisement to notify potential bidders that the specifications and bid documents for the fire gear will be available for bidders to review and submit bids in response thereto.

**Section 3.** The Fiscal Officer of the Village is hereby instructed and directed to cause legal notice to bidders to be published once a week for two (2) consecutive weeks in a newspaper of general circulation within the Village for the Village to solicit bids for the purchase of the fire gear.

**Section 4.** The Village Administrator shall make a written contract with the lowest and best bidder responding fully to the advertisement for bids, the bid specifications, and

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

the bid documents made available to potential bidders, and the contract shall be executed in the name of the Village and signed on its behalf by the Village Administrator and Village Fiscal Officer. The Village Administrator may reject any and all bids.

**Section 5.** It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 6.** This Ordinance is hereby declared to be an emergency measure, necessary to expedite the bidding process relating to the purchase of the fire gear to aid in the provision of fire protection services, and shall take effect immediately upon its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date Dec 21, 2020

Jan Reeb  
Jan Reeb, Mayor of the Village of Antwerp

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

ORDINANCE NO. 2020-19B

AN ORDINANCE AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF ANTWERP, OHIO TO AMEND APPROPRIATIONS AND DECLARING IT AN EMERGENCY

WHEREAS, the Fiscal Officer has determined that it is necessary to amend the following appropriations, and

WHEREAS, Council must approve the amending of apprcpriations pursuant to Ohio Revised Code Section 5705.40.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, Ohio:

Section 1: The Fiscal Officer is hereby authorized to amend tne following appropriations:

VILLAGE OF ANTWERP 2020 REAPPROPRIATIONS		REAPPROP	
	ORIGINAL APPR	ADJUSTMENT	BALANCE
A01- GENERAL FUND	\$ 547,278.25	(82,979.97)	464,298.28
B01 - STREET FUND	\$ 111,138.12	(39,127.86)	72,010.26
B02 - STATE HIGHWAY FUND	\$ 10,000.00	(2,800.00)	7,200.00
B05 - LAW ENFORCEMENT FUND	\$ 1,131.34	(1,131.34)	-
B07 - FED-MAYOR COJRT	\$ 4,700.00	(2,483.05)	2,219.95
B08 - PERMISSIVE TAX	\$ 25,000.00	(17,311.00)	7,689.00
B09 - FIRE FUND	\$ 81,104.11	(24,790.00)	56,314.11
B10 - FIRE TRUCK LEVY FUND	\$ 54,141.25	-	54,141.25
B11 - EMS FUND	\$ 119,000.00	(4,811.00)	114,189.00

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_

	\$		
B12 - EMS VEHICLE REPL FUND	-	-	-
	\$		
B14 - SEVERANCE PAY RES FUND (NEW IN 2017)	61,310.43	(61,310.43)	-
	\$		
B15 - VETS MEMORIAL	600.00	(385.80)	214.20
	\$		
B17 - IND DR ALCOHOL MONITOR	-	-	-
	\$		
B18 - CARES ACT OTHER USES	-	132,748.59	132,748.59
	\$		
B19 - COVID SUB-GRANT CAPITAL	-	53,243.55	53,243.55
	\$		
D05 - OPWC - CANAL/MAIN ST	116,891.14	-	116,891.14
	\$		
E01 - WATER FUND	369,050.39	(82,546.80)	286,503.59
	\$		
E02 - WASTEWATER FUND	266,232.52	(61,038.40)	205,224.12
	\$		
E05 - TRASH	63,000.00	(1,850.97)	61,149.03
	\$		
E06 - DEPOSIT FUND	600.00	517.60	1,117.60
	\$		
E08 - COMPOST FUND	10,000.00	246.00	10,246.00
	\$		
E14 - STORM SEWER	46,650.00	(29,213.01)	17,436.99
	\$		
G05 - CEMETERY FUND	14,580.00	1,231.89	15,811.89
	\$		
G06 - INCIDENT DRIVER	-	-	-

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, \_\_\_\_\_

	\$		
G07 - FOJ FUND	1,390.91	151.72	1,542.63
	\$		
G08 - MAYORS COURT	35,000.00	2,858.26	37,858.26
	\$		
H01 - POLICE FUND	280,300.00	(29,875.14)	250,424.86
	\$		
H03- STREET LIGHTING	22,500.00	(1,539.63)	20,960.37
	\$	\$	
GRAND TOTAL	2,241,598.46	(252,163.79)	\$1,989,434.67

## ORDINANCE NO. 2020-19

**Section 2.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 3:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the appropriations identified herein need to be amended in 2020 and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Date: Dec 30, 2020

Jan Reeb  
Jan Reeb  
Mayor of the Village of Antwerp

Attest:

Aimee Lichty  
Aimee Lichty, Fiscal Officer

RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_,

ORDINANCE NO. 2020-20

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ANTWERP, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021, AND DECLARING THE SAME AN EMERGENCY

**Section 1.** BE IT ORDAINED by the Council of Village of Antwerp, State of Ohio, that, to provide for the current expenses and other expenditures of the said Village of Antwerp during the fiscal year ending December 31, 2021, the following sums be and they are hereby set aside and appropriated as follows:

Appropriations by Fund	Amount
A1 - General	\$ 640,331.23
B1 - Street Construction, Maintenance, and Repair	\$ 151,138.12
B2 - State Highway and Improvement	\$ 10,000.00
B5 - Law Enforcement Training	\$ 1,131.34
B7 - Fed-Mayor's Court	\$ 3,500.00
B8 - Permissive Tax Budget	\$ 25,000.00
B9 - Fire	\$ 106,580.00
B10 - Fire Truck	\$ 50,592.30
B11 - EMS	\$ 120,000.00
B12 - EMS Vehicle Replacement	\$ -
B14 - Severance Pay Reserve Fund	\$ 67,103.56
B15 - VET's Memorial	\$ 600.00
B17 - Ind D: Alcohol Monitor	\$ -
B20 - FEMA - Grant	\$ 101,075.00
E1 - Water	\$ 404,583.14
E2 - Sewer	\$ 298,532.52
E5 - Trash	\$ 60,000.00
E6 - Deposit	\$ 600.00
E8- Compost	\$ 11,000.00
E14 - Storm Sewer	\$ 38,850.00
G5 - Cemetery	\$ 14,580.00
G6 - Indigent Driver	\$ -
G7 - FOJ	\$ 2,536.28

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_

G8 - Mayor's Court	\$ 35,000.00
H1 - Police	\$ 282,500.00
H3 - Street Lighting	\$ 21,700.00
	<b>\$2,444,933.49</b>


**Section 2.** The Fiscal Officer is hereby authorized to draw warrants on the Village Fiscal Officer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations herein made.

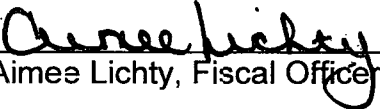
**Section 3.** It is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the appropriations identified herein need to be approved by council prior to January 1, 2021, and this Ordinance shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed Dec 30, 2020

  
Dean Rister, President of Council

  
Jan Reeb, Mayor

Attest:   
Aimee Lichty, Fiscal Officer

# RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, \_\_\_\_\_


## CERTIFICATE

**Section O.R.C 5705.39** - "No appropriation measure shall become effective until the county auditor files with the appropriating authority . . . a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure . . . ."

The State of Ohio Paulding County,

I, Aimee Lichty, Fiscal Officer of the Village of Antwerp in said County, and in whose custody the files, journals, and records are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Ordinance is taken and copied from the original Ordinance now on file with said Village, that the foregoing Ordinance has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature this 30<sup>th</sup> day of December, 2020.

  
Aimee Lichty, Fiscal Officer  
Village of Antwerp, Paulding  
County, Ohio



RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 6220S

*Ordinance No.* \_\_\_\_\_

*Passed* \_\_\_\_\_

## 2021 Revenue

Revenue by Fund	Amount	
A1 - General	\$ 1,023,578.37	-↑
B1 - Street Construction, Maintenance, and Repair	\$ 186,647.30	-↑
B2 - State Highway and Improvement	\$ 24,966.55	-↑
B5 - Law Enforcement Training	\$ 1,131.34	
B7 - Fed-Mayor's Court	\$ 3,696.54	
B8 - Permissive Tax Budget	\$ 48,848.64	-↑
B9 - Fire	\$ 107,839.73	
B10 - Fire Truck	\$ 54,709.78	
B11 - EMS	\$ 204,495.48	
B12 - EMS Vehicle Replacement	\$ 36,475.00	
B14 - Severance Pay Reserve Fund	\$ 67,103.56	
B15 - VET's Memorial	\$ 2,794.88	
B17 - Ind Dr Alcohol Monitor	\$ 100.00	
B20 - FEMA - Grant	\$ 101,075.00	
E1 - Water	\$ 438,429.65	-↑↑
E2 - Sewer	\$ 471,286.93	-↑↑
E5 - Trash	\$ 70,172.58	-↑↑
E6 - Deposit	\$ 8,293.37	-↑↑
E8 - Compost	\$ 20,511.29	-↑↑
E14 - Storm Sewer	\$ 173,180.51	-↑↑
G5 - Cemetery	\$ 14,580.00	
G6 - Indigent Driver	\$ 3,699.66	
G7 - FOJ	\$ 2,536.28	
G8 - Mayor's Court	\$ 38,012.15	
H1 - Police	\$ 294,685.72	
H3 - Street Lighting	\$ 22,675.18	
	\$ 3,421,525.49	

↑ - end of month Int increase

↑↑ - end of month utilities increase

## 2021 Expenses

Appropriations by Fund	Amount
A1 - General	\$ <del>634,538.10</del>
B1 - Street Construction, Maintenance, and Repair	\$ 151,138.12
B2 - State Highway and Improvement	\$ 10,000.00
B5 - Law Enforcement Training	\$ 1,131.34
B7 - Fed-Mayor's Court	\$ 3,500.00
B8 - Permissive Tax Budget	\$ 25,000.00
B9 - Fire	\$ 106,580.00
B10 - Fire Truck	\$ 50,592.30
B11 - EMS	\$ 120,000.00
B12 - EMS Vehicle Replacement	\$ -
B14 - Severance Pay Reserve Fund	\$ 67,103.56
B15 - VET's Memorial	\$ 600.00
B17 - Ind Dr Alcohol Monitor	\$ -
B20 - FEMA - Grant	\$ 101,075.00
E1 - Water	\$ 404,583.14
E2 - Sewer	\$ 298,532.52
E5 - Trash	\$ 60,000.00
E6 - Deposit	\$ 600.00
E8- Compost	\$ 11,000.00
E14 - Storm Sewer	\$ 38,850.00
G5 - Cemetery	\$ 14,580.00
G6 - Indigent Driver	\$ -
G7 - FOJ	\$ 2,536.28
G8 - Mayor's Court	\$ 35,000.00
H1 - Police	\$ 282,500.00
H3 - Street Lighting	\$ 21,700.00
	\$ <del>2,441,140.36</del>

440,331.23

2,446,933.49

## 2021 GENERAL FUND REVENUE

### REVENUE

A01-A-111	Real Estate Tax	50,000.00	
A01-A-111-1	General Trailer Tax	300.00	
A01-A-112	Gen. Tangible Pers. Prop. Tax		
A01-A-114	Village Income Tax	315,000.00	
A01-B-122	General Inheritance Tax		
A01-B-123	Gen. Cigarette Tax	125.00	
A01-B-125	Gen. Liquor Tax	2,900.00	
A01-B-127	Gen. State Income Tax	32,000.00	
A01-B-128	Gen. Local Gov/Rev. Assistance	-	
A01-A-129	Other Local Tax		
A01-B-129	Intergovernmental	7,500.00	
A01-D-142-3	OPWC/Natureworks Grant		
A01-F-162	Gen. Licenses & Permits	10,000.00	Mediacom
A01-F-163	Prisoners		
A01-H-182	General Interest	1,500.00	
A01-H-184	Gen. Miscellaneous	10,000.00	KIOSK / SPEED TRAILER (7475)
A01-H-185	Payment in lieu of taxes-CRA	1,200.00	Mowery
	<b>TOTAL</b>	<b>479,817.67</b>	
	<b>Approx. Carryover</b>	<b>507,760.70</b>	— ↑
	<b>Balance</b>	<b>987,578.37</b>	

### IN & OUT

A01-F-161	Gen. Fines & Forfeitures	35,000.00
A01-F-161-A	Police - from fines	1,000.00

**Amount Available for Expenses      1,023,578.37**

Int @ end of month ↑

# 2021 APPROPRIATIONS FOR GENERAL FUND

LINE	DESCRIPTION	AMOUNT	
A01-1-A-220	POLICE T&T	4,000.00	
A01-1-A-240	POLICE OPER & MAINT	-	
A01-2-B-230	PUBLIC HEALTH & WELFARE	-	
A01-3-B-211	PARKS SALARIES	34,000.00	
A01-3-B-212	PARKS BENEFITS	35,000.00	
A01-3-B-220	PARKS TRAVEL & TRAINING	150.00	MOSQUITO TRAINING
A01-3-B-230	PARKS CONTRACTUAL	1,200.00	AEP
A01-3-B-240	PARKS OPER. & MAINT.	9,000.00	
A01-3-B-250	PARKS CAPITAL	55,500.00	hillside decking/500 speed trailer/KIOSK/35K dump truck w sewer
A01-3-B-251	CDBG - VILLAGE MATCH PARK DRAINAGE	-	
A01-4-A-230	GENERAL ZONING BOARD CONTRACTUAL	1,350.00	
A01-4-A-240	GENERAL ZONING OPER & MAINT.	150.00	POSTAGE FOR ZONING
A01-4-B-230	HOUSING INSPECTOR CONTRACTUAL	800.00	WAGES
A01-4-B-240	HOUSING INSPECTOR OPER & MAINT	1,500.00	INS
A1-6A-250	CRA CAPITAL OUTLAY	-	
A1-7-A-211	GENERAL MAYOR SALARY	9,600.00	
A1-7-A-212	GENERAL MAYOR BENEFITS	2,000.00	
A1-7-A-220	GENERAL MAYOR TRAVEL & TRAINING	1,000.00	
A1-7-A-230	GENERAL MAYOR CONTRACTUAL	1,000.00	MONTHLY BILLS
A1-7-A-240	GENERAL MAYOR OPER. & MAINT.	1,000.00	
A1-7-A-250	GENERAL MAYOR CAPITAL OUTLAY	-	
A1-7-B-211	COUNCIL SALARIES	22,800.00	3800 x 6
A1-7-B-2111	ADMINISTRATOR SALARIES	26,000.00	
A1-7-B-212	GENERAL LEGISLATIVE BENEFITS	3,500.00	
A1-7-B-2121	ADMINISTRATOR BENEFITS	9,500.00	
A1-7-B-220	COUNCIL/ADMINISTRATIVE TRAVEL & TRAINING	1,500.00	
A1-7-B-230	COUNCIL CONTRACTUAL	16,000.00	
A1-7-B-240	COUNCIL OPER. & MAINT.	4,100.00	
A1-7-B-250	COUNCIL CAPITAL OUTLAY	9,475.00	7495K SPEED TRAILER - DONATIONS s/b 7495?
A1-7-C-211	MAYOR'S COURT CLERK SALARIES	6,100.00	
A1-7-C-212	MAYOR'S COURT CLERK BENEFITS	1,300.00	
A1-7-C-220	MAYOR'S COURT CLERK TRAVEL	1,000.00	
A1-7-C-230	MAYOR'S COURT CONTRACTUAL	2,500.00	
A1-7C-239	STATE ROTARY FEES M/C	-	
A1-7-C-240	GEN. MAYOR'S COURT OPERATION	3,200.00	
A1-7-D-211	FISCAL OFFICER-TREAS SALARIES	15,000.00	
A1-7-D-212	FISCAL OFFICER-TREAS BENEFITS	18,000.00	
A1-7-D-220	FISCAL OFFICER TRAVEL & TRAINING	1,000.00	
A1-7-D-230	FISCAL OFFICER CONTRACTUAL	2,000.00	
A1-7-D-240	FISCAL OFFICER OPER. & MAINT.	2,000.00	
A1-7-D-250	FISCAL OFFICER CAPITAL OUTLAY	1,000.00	New computer
A1-7-E-230	GEN LANDS & BUILDING CONTRACTUAL	14,000.00	MONTHLY BILLS
A1-7-E-240	GEN LANDS & BUILDING OPER. & MAINT.	10,000.00	
A1-7-E-250	GEN LANDS & BUILDINGS CAPITAL	35,000.00	5k locator/25k speaker sys dtwn
A1-7-G-230	PAULDING COUNTY AUDITOR FEES CONTRACTUAL	4,000.00	
A1-7-I-230	RITA ADMIN FEE	14,000.00	
A1-7-I-231	STATE AUDITOR FEE	22,000.00	
A1-7-J-230	GEN ELECTIONS & WORKERS COMP	8,000.00	2022 premium - pay end of year
A1-7-K-230	SOLICITOR CONTRACTUAL	27,000.00	
A1-7-X-212	EMPLOYEE HEALTH DEDUCTIBLE	32,500.00	
		<b>469,725.00</b>	

## IN & OUT

A1-7-X-270	GEN FUND TRANSFER-Police-Water-lighting	164,313.10	152,000 police (7500 light - NOT NEEDED FOR 2021) FEMA Fire 4813.10
A1-7-X-2714	GEN FUND TRANSFER TO SEVERANCE PAY	5,793.13	SEVERANCE PAY FUND TRANSFER
A1-1-A-250	POLICE - CAP. FROM FINES	500.00	

## TOTAL APPROPRIATIONS

~~634,538.13~~

**640,331.23**

didn't calc

152,000 police in 2021 (no lighting or fire needed)  
 152K - 2020, 148K - 2019, 128K - 2018, 179K - 2017 for cruiser  
 0 - 2020, 35K - 2019, 0 - 2018, 10K - 2017  
 should no longer need to transfer in fire - loans paid off  
 11K 2020, 13.5K 2019, 7200 - 2018 - fund created in 2017  
 7500 - 2020, 7500 - 2019, 7500 - 2018

2021 Transfer  
 Police  
 Water Fund  
 Fire Fund  
 Severance Fund  
 Lighting

## 2021 STREET BUDGET

### REVENUE

B1-B-124	Street MVR Fees	11,000.00
B1-B-126	Street Gas Tax	90,000.00
B1-H-182	Street Interest	-
B1-H-184	Misc.	-
B1-H-185	Transfer from General	-
<b>TOTAL</b>		<b>101,000.00</b>
<b>Approx. Carryover</b>		<b>85,647.30</b> <span style="font-size: 1.5em;">↗</span>
<b>Amount Available for Expenses</b>		<b>186,647.30</b>

### APPROPRIATIONS

<b>Streets</b>		
B1-6-B-211	Salaries/Wages	24,000.00
B1-6-B-212	Employee Benefits	18,000.00
B1-6-B-220	Travel & Training	-
B1-6-B-230	Street Repair Contractual	8,500.00
B1-6-B-240	Oper & Maint.	12,000.00
B1-6-B-250	Capital Outlay	60,000.00
B1-6-D-230	Street Contractual	6,000.00
B1 6D 261	OPWC Loan-Daggett St	708.70
B1 6D 2611	OPWC Loan-Cleve-Wash	1,929.42
<b>Snow Removal</b>		
B1-6-C-230	Contractual	8,000.00
B1-6-C-240	Oper & Maint.	4,000.00
B1-6-C-250	Capital Outlay	-
<b>Traffic Signals/Signs</b>		
B1-6-E-230	Contractual	5,000.00
B1-6-E-240	Oper & Maint.	2,000.00
B1-6-E-250	Capital Outlay	1,000.00
<b>TOTAL APPROPRIATIONS</b>		<b>151,138.12</b>

25K 2020 Railroad St  
monthly bills

SNOW PLOW COMP  
salt for spreader

MONTHLY BILLS  
SIGNS

end of month Int

## 2021 STATE HIGHWAY BUDGET

### REVENUE

B02-B-124	MVR Fees	900.00
B02-B-126	Gas Tax	7,200.00
B02-H-182	Interest	-
<b>TOTAL</b>		<b>8,100.00</b>
<b>Approx. Carryover</b>		<b>16,866.55</b>
<b>Amount Avail. For Expenses</b>		<b>24,966.55</b>

— Int ↑

### APPROPRIATIONS

B02-6-A-250	Capital Improvements	10,000.00
<b>TOTAL</b>		<b>10,000.00</b>

## 2021 LAW ENFORCEMENT TRAINING

### REVENUE

B5-D-144	CPT GRANT	-
	TOTAL	-
	Approx. Carryover	1,131.34
	Amount Avail. For Expenses	1,131.34

### APPROPRIATIONS

B5-1A-230	LAW ENFOR TRAINING	1,131.34
	TOTAL	1,131.34



## 2021 FEDERAL REV. - MAYOR'S COURT BUDGET

### REVENUE

B7-F-161	From Fines and Forf.	1,200.00
	<b>TOTAL</b>	<b>1,200.00</b>
	<b>Approx. Carryover</b>	<b>2,496.54</b>
	<b>Amount Avail. For Expenses</b>	<b>3,696.54</b>

### APPROPRIATIONS

B7-7-A-240	Operation & Maintenance	3,500.00	baldwin group (1730.00)
B7-7-A-250	Capital Outlay	-	chair and printer
	<b>TOTAL</b>	<b>3,500.00</b>	

## 2021 PERMISSIVE TAX BUDGET

### REVENUE

B8-B-113	State License Plate Tax	16,000.00
B8-B-128	County Permissive Tax	9,000.00
B8-H-182	Permissive Tax Checking Interest	-
	<b>Approx. Carryover</b>	<b>23,848.64</b>
	<b>Amount Avail. For Expenses</b>	<b>48,848.64</b>

- Int

### APPROPRIATIONS

B8-6-A-250	Capital Improvements	25,000.00
<b>TOTAL</b>		<b>25,000.00</b>

PATCHING PAVING

Sara says we take 5000 out of street for patching so a total of close to 30K for paving

## 2021 FIRE BUDGET

### REVENUE

B09-A-111	Real Estate	20,000.00	Fire Truck Has own fund
B09-A-111-1	Trailer Tax	100.00	
B09-A-112	Personal Property Tax	-	
B09-A-152	Misc.	-	DONATIONS
B09-B-129	Intergovernmental	2,800.00	
B09-D-142	BWC Grant		
B09-D-146	Fire Training Grants	-	training/GEAR
B09-D-147	Fire Protection Clothing Grant	-	apply for 2019 - not guaranteed
B09-D-148	Fire Grant MARCS	3,360.00	Mark's radio SERVICE
B09-E-151-1	Contracts	21,222.30	17K Carryall 4222.36 Harrison
B09-G-170	Loan for fire truck	-	
B09-H-182	CD Interest	-	
B09-H-191	Transfer In		
<b>TOTAL</b>		<b>47,482.30</b>	
<b>Approx. Carryover</b>		<b>60,357.43</b>	
<b>Amount Avail. For Expenses</b>		<b>107,839.73</b>	

### APPROPRIATIONS

B9-1-A-211	Salary	16,500.00	
B9-1-A-212	Benefits	4,000.00	
B9-1-A-220	Travel & Training	3,000.00	
B9-1-A-230	Contractual	21,860.00	MARKS SERVICE 3360.00 x2 DNP 2020
B9-1-A-240	Operation & Maint.	12,000.00	
B9-1-A-250	Capital	10,000.00	
B9-1-A-251	Protective Clothing Grant	-	apply for in 2019
B9-1-A-253	BWC Grant	39,220.00	jaws of life
B09-1-A-0261100	Tanker Truck Principle		moved payment to B10 2021 (pay-off)
B09-1-A-0261200	Tanker Truck Interest		moved payment to B10 2021 (pay-off)
B09-1-A-2620000	Fire Truck Loan Interest		pd off 2020
B09-1-B-0250000	Tanker Truck Original Purchase		pd in 2016
<b>TOTAL</b>		<b>106,580.00</b>	

## 2021 FIRE TRUCK LEVY

### REVENUE

B10-A-111	Fire Truck Levy Real Estate	49,500.00	
B10-A-111-10	Fire Truck Levy TRAILER tax	300.00	LEVY
B10-B-129	Intergovernmental	2,300.00	LEVY
	<b>TOTAL</b>	<b>52,100.00</b>	
	<b>Approx. Carryover</b>	<b>2,609.78</b>	
	<b>Amount Avail. For Expenses</b>	<b>54,709.78</b>	

### APPROPRIATIONS

B10-1-B-261	Fire Truck Loan Principle	49,179.39	PAY OFF TANKER 2021
B10-1-B-262	Fire Truck Loan Interest	1,412.91	pay from this account - will pay off 2021
	<b>TOTAL</b>	<b>50,592.30</b>	

**Levy to bring in 50K**

## 2021 EMS BUDGET

### REVENUE

B11-B-111	Real Estate	12,500.00
B11-B-111-1	Trailer Tax	90.00
B11-B-112	Personal Property	-
B11-B-129	State Rollback-Intergovernmental	3,500.00
B11-B-152	Miscellaneous	-
B11-B-152-1	Contracts	22,000.00
B11-B-1522	EMS Building Note	-
B11-E-152	Run Receipts	60,000.00
B11-B-1523	EMS Grant	4,727.05
B11-I-192	Transfer from General	-
	<b>TOTAL</b>	<b>102,817.05</b>
	<b>Approx. Carryover</b>	<b>101,678.43</b>
	<b>Amount Avail. For Expenses</b>	<b>204,495.48</b>

PD FOR 2020

### APPROPRIATIONS

B11-1-B-211	Salary	42,000.00
B11-1-B-212	Benefits	8,000.00
B11-1-B-220	Travel & Training	10,000.00
B11-1-B-230	Contractual	18,000.00
B11-1-B-240	Oper. & Maint.	22,000.00
B11-1-B-250	Capital Outlay	20,000.00
B11-1B-2501	EMS Vehicle Replacement set aside	-
B11-1-B-261	Loan Payment Principle (cot & Chair)	-
B11-1-B-262	Loan Payment Interest (cot & Chair)	-
	<b>TOTAL</b>	<b>120,000.00</b>

slb 10,000  
be

## 2021 EMS VEHICLE REPLACEMENT BUDGET

### 2021 REVENUE

B12-E-152	EMS Vehicle Replacement	10,000.00
	<b>TOTAL</b>	<b>10,000.00</b>
	<b>Approx. Carryover</b>	<b>26,475.00</b>
	<b>Amount Avail. For Expenses</b>	<b>36,475.00</b>

### 2021 Appropriations

B126B 250	<b>EMS VEHICLE FUND</b>	-
	<b>Total Appropriations</b>	<b>0.00</b>

## 2021 SEVERANCE PAY RESERVE FUND

### REVENUE

B14-I0191	Transfer In	5,793.13
	<b>TOTAL</b>	<b>5,793.13</b>
	<b>Approx. Carryover</b>	<b>61,310.43</b>
	<b>Amount Avail. For Expenses</b>	<b>67,103.56</b>

### APPROPRIATIONS

B14-7X0211	Severance Pay	67,103.56	Sara retire?
	<b>TOTAL</b>	<b>67,103.56</b>	

George as of Dec 2020 + 60 FOR 2021 - 1195 hrs avail at 22.47 p/h(84.2) =26851.65

Sara as of Dec 2020 + 60 FOR 2021 710 hrs avail at 23.55 = 16720.50

Curtis as of Dec 2020 + 60 FOR 2021 = 507 hrs avail at 22.48 =11,397.36, NOT OLD ENOUGH TO RETIRE

Bill as of Dec 2020 + 60 FOR 2021 = 678 hrs avail at 17.90 = 12,134.05

Aimee does not have 10 years in

Chris does not have 10 years in

## 2021 VETS MEMORIAL

### REVENUE

B15 H 183	Vet's Memorial Revenue	75.00
		-
		-
	<b>TOTAL</b>	<b>75.00</b>
	<b>Approx. Carryover</b>	<b>2,719.88</b>
	<b>Amount Avail. For Expenses</b>	<b>2,794.88</b>

### APPROPRIATIONS

B15 3B 240	Vet's Memorial Expenses	600.00	engraving 600
	<b>TOTAL</b>	<b>600.00</b>	

## 2021 IND DR ALCOHOL MONITOR

### REVENUE

B17-B-161	IND DR ALCOHOL MONITOR	
	<b>TOTAL</b>	<b>-</b>
	<b>Approx. Carryover</b>	<b>100.00</b>
	<b>Amount Avail. For Expenses</b>	<b>100.00</b>

### APPROPRIATIONS

B17-1-A-250	MONITOR DEVICE	-
	<b>TOTAL</b>	<b>-</b>



## 2021 FEMA GRANT

### REVENUE

B20D0142	FEMA GRANT	96,261.90
B20I0192	TRANSFER IN - VILLAGE MATCH	4,813.10
	<b>TOTAL</b>	<b>101,075.00</b>
	<b>Approx. Carryover</b>	<b>-</b>
	<b>Amount Avail. For Expenses</b>	<b>101,075.00</b>

### APPROPRIATIONS

B201B0250	FEMA FIRE GRANT EXP	101,075.00
	<b>TOTAL</b>	<b>101,075.00</b>

## 2021 WATER REVENUE

REVENUE		
E1-E-155-1	Water Rent	325,000.00
E1-E-155-2	Water Tap Fees	2,250.00
E1-E-155-3	Bulk Water	25.00
E1-E-1556	<del>Loan Antwerp Bank was Capmark</del>	
E1-E-155-7	Water Misc.	100.00
E1-H-182	CD Interest	-
E1-I-192	Transfer from general	-
TOTAL		327,375.00
Approx. Carryover		111,054.65
Amount Avail. For Expenses		438,429.65

PD OFF 2018

0/2018 35K/2019



inc w/ Dec utilities

# 2021 WATER APPROPRIATIONS

<b>FISCAL OFFICER</b>			
E1-5-A-211	Salaries/Wages	7,500.00	
E1-5-A-212	Employee Benefits	9,000.00	ins
E1-5-A-220	Travel & Training	500.00	
E1-5-A-230	Contractual	1,000.00	MONTHLY BILLS
E1-5-A-240	Oper & Maint.	700.00	
E1-5-A-250	Capital Outlay	500.00	NEW COMPUTER
<b>Billing</b>			
E1-5-B-211	Salaries/Wages	6,300.00	
E1-5-B-212	Employee Benefits	1,100.00	
E1-5-B-220	Travel & Training	-	
E1-5-B-230	Contractual	3,000.00	MONTHLY BILLS
E1-5-B-240	Oper & Maint.	1,200.00	MAKE SURE 50%
E1-5-B-250	Capital Outlay	400.00	
<b>Filtration</b>			
E1-5-D-211	Salaries/Wages	71,000.00	
E1-5-D-212	Employee Benefits	50,000.00	
E1-5-D-220	Travel & Training	1,200.00	
E1-5-D-230	Contractual	43,000.00	MONTHLY BILLS
E1-5-D-231	Chemicals	15,500.00	
E1-5-D-240	Oper & Maint.	7,000.00	
E1-5-D-250	Capital Outlay	2,000.00	2k for scale OR CHLORINATOR
<b>Pumping</b>			
E1-5-E-230	Contractual	15,000.00	MONTHLY BILLS
E1-5-E-240	Oper & Maint.	28,000.00	300 test wells/11K REPAIR HS PUMP/5K TOWER RADIO
E1-5-E-250	Capital Outlay	2,000.00	(pump room in general)
<b>Distribution</b>			
E1-5-F-230	Contractual	12,000.00	Pudge?
E1-5-F-240	Oper & Maint.	10,000.00	REPAIR CLAMPS
E1-5-F-250	Capital Outlay	10,000.00	3 HYDRANTS
<b>Meters</b>			
E1-5-G-240	Oper & Maint.	6,000.00	METERS SUPPLIES
E1-5-G-250	Capital Outlay	5,000.00	METERS
<b>Automotive</b>			
E1-5-H-240	Oper & Maint.	4,000.00	50% SEWER
E1-5-H-250	Capital Outlay	2,000.00	
<b>Lands &amp; Buildings</b>			
E1-5-I-230	Contractual	350.00	MONTHLY BILLS & FRIE EXT TEST
E1-5-I-240	Oper & Maint.	1,000.00	
E1-5-I-250	Capital Outlay	2,000.00	
<b>Other</b>			
E1-5-J-230	Other Misc	-	refund water
E1-5-J-240	Oper & Maint.	1,000.00	
E1-5-J-250	Capital Outlay	1,000.00	
<b>Loan Payments</b>			
E1-5X-260	OPWC CE15W CANAL/MAIN	6,916.72	
E1-5X-260-D	OWDA 4453 PRINCIPAL	47,089.09	
E1-5X-260-J	OPWC-W. DAGGET CE48M	3,063.56	repeat yearly
E1-5X-260-K	OPWC-W. DAGGET-CT19M	3,829.46	repeat yearly
E1-5X-260L	OPWC-US24-CE23N	1,389.12	repeat yearly
E1-5X-260M	OPWC WOODCOX CE09S	4,198.66	repeat yearly
E1-5X-260N	OPWC WATER TRMT PLANT	2,924.16	repeat yearly
E1-5X-260P	OWDA WATER TRMT PLANT	1,222.52	chgs yearly
E1-5X-260Q	OWDA ASSET MGMT PLAN	2,582.00	repeat yearly
E1-5X-2610	WATER SYSTEM INTEREST		
E1-5X-261D	OWDA 4453 INTEREST	9,531.83	
E1-5X-261P	OWDA 8168 INTEREST	1,586.02	chgs yearly

**TOTAL APPROPRIATIONS 404,583.14**

## 2021 SEWER REVENUE

### REVENUE

E2-B-129	Intergovernmental TIF	250.00	
E2-E-155	<del>Loan from Antwerp Bank</del>		paid off 2017
E2-E-156	<del>Loan from Antwerp Bank was capmark</del>		paid off 2019
E2-E-156-1	Sewer Rent	290000.00	
E2-E-156-3	Sewer Application Fee	300.00	
E2-E-156-4	Sewer Land Rent	5084.80	
E2-H-182	CD Interest/Transfer from General	0.00	
E2-H-184	Sewer Misc.		
E2-H-185	MISC TIFF Agreement	0.00	
	<b>TOTAL</b>	<b>295,634.80</b>	
	<b>Approx. Carryover</b>	<b>175,652.13</b>	125K 2015 /56k2016/29K 2017
	<b>Amount Avail. For Expenses</b>	<b>471,286.93</b>	

inc. w/ dec utilities ↑

## 2021 SEWER APPROPRIATIONS

<b>FISCAL OFFICER</b>			-
E2-5-A-211	Salaries/Wages	7,500.00	
E2-5-A-212	Employee Benefits	9,000.00	
E2-5-A-220	Travel & Training	500.00	clk training
E2-5-A-230	Contractual	1,000.00	
E2-5-A-240	Oper & Maint.	700.00	
E2-5-A-250	Capital Outlay	750.00	NEW COMPUTER
<b>Billing</b>			
E2-5-B-211	Salaries/Wages	3,500.00	
E2-5-B-212	Employee Benefits	600.00	
E2-5-B-220	Travel & Training	-	
E2-5-B-230	Contractual	3,000.00	
E2-5-B-240	Oper & Maint.	1,000.00	MAKE SURE ONLY 25%
E2-5-B-250	Capital Outlay	250.00	
<b>Pumping</b>			
E2-5-C-211	Salaries/Wages	60,000.00	
E2-5-C-212	Employee Benefits	42,000.00	
E2-5-C-220	Travel & Training	500.00	
E2-5-C-230	Contractual	35,000.00	MONTHLY BILLS
E2-5-C-240	Oper & Maint.	10,000.00	
E2-5-C-241	Chemicals	6,000.00	CHLORINATION/BIOSULFATE
E2-5-C-250	Capital Outlay	5,000.00	BIOSULFATE PUMP
<b>Automotive</b>			
E2-5-D-240	Oper & Maint.	5,000.00	50% HERE AND 50% WATER
E2-5-D-250	Capital Outlay	37,000.00	35K 350 dump truck
<b>Lands &amp; Buildings</b>			
E2-5-E-230	Contractual	500.00	
E2-5-E-240	Oper & Maint.	2,000.00	
E2-5-E-250	Capital Outlay	21,500.00	20k ADD ON BUILDING
E2-5-E-270	Transfers	-	
<b>Other</b>			
E2-5-F-230	Contractual	6,000.00	PROPANE
E2-5-F-240	Oper & Maint.	500.00	
E2-5-F-250	Capital Outlay	1,500.00	
<b>Sewage Collection</b>			
E2-5-G-230	Contractual	16,000.00	NUSYSTEMS
E2-5-G-240	Oper & Maint.	1,000.00	
E2-5-G-250	Capital Outlay	-	
<b>Loan Payment</b>			
E2-5-X-260			PAID OFF
E2-5X-260-C	Loan Lift Station	21,232.52	repeat yearly
E2 5X 261			
			<b>298,532.52</b>

## 2021 TRASH

### REVENUE

E5 E 155	TRASH COLLECTION	60,000.00
E5 X 192	TRANS FROM GENERAL	-
E5 X 193	ADVANCE IN	-
		-
	<b>TOTAL</b>	<b>60,000.00</b>
	<b>Approx. Carryover</b>	<b>10,172.58</b>
	<b>Amount Avail. For Expenses</b>	<b>70,172.58</b>



### APPROPRIATIONS

E 55E 230	TRASH CONTRACTUAL	60,000.00
E 55X 271	ADVANCE OUT	-
	<b>TOTAL</b>	<b>60,000.00</b>

inc w/ dec utilities

## 2021 DEPOSIT FUND

### REVENUE

E6-E-157	WATER DEPOSITS	\$600.00	
	<b>Approx. Carryover</b>	\$7,693.37	
	amount avail for Expenses	\$8,293.37	

- cld chg

### EXPENSES

E6-5F-272	Deposit Refunded	\$300.00
E6-5F-273	Deposit Applied	\$300.00
	<b>Total</b>	<b>\$600.00</b>

## 2021 COMPOST

### REVENUE

E08-E-0157	Compost Collections	11,000.00
		-
		-
<b>TOTAL</b>		<b>11,000.00</b>
<b>Approx. Carryover</b>		<b>9,511.29</b>
<b>Amount Avail. For Expenses</b>		<b>20,511.29</b>

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### APPROPRIATIONS

E08-5E-0230	Compost Contractual	11,000.00
E08-5E-240	Compost Operation & Maint	
		-
		-

**TOTAL 11,000.00**

dec dep ↑



## 2021 STORM SEWER

### REVENUE

E14-H-155	Loan from Antwerp Bank	-
E14-H-1522	Storm Sewer Tap Fee	-
E14-H-1851	Storm Sewer Maint Fees	44,000.00
E14-H-192	Storm Sewer Other	-
<b>TOTAL</b>		<b>44,000.00</b>
<b>Approx. Carryover</b>		<b>129,180.51</b>
<b>Amount Avail. For Expenses</b>		<b>173,180.51</b>

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### APPROPRIATIONS

E146D-211	Storm Sewer Salaries/Wages	3,300.00
E146D-212	Storm Sewer Benefits	550.00
E146D-230	Storm Sewer Contractual	10,000.00
E146D-240	Storm Sewer Supplies	20,000.00
E146D-250	Storm Sewer Capital	5,000.00
E146D-261	Storm Sewer Debt-Principal	-
E146D-262	Storm Sewer Debt-Interest	-
<b>TOTAL</b>		<b>38,850.00</b>

clev/erie

Dec dep. ↑

## 2021 CEMETERY FUND BUDGET

### REVENUE

G5-A-111	General Real Estate Tax	12,500.00	be sure to increase if
G5-A-111-1	House Trailer Tax	80.00	levy passes for collection
G5-A-112	Property Tax	-	in 2022 (20K)
G5-B-129	Intergovernmental	2,000.00	
<b>TOTAL</b>		<b>14,580.00</b>	
<b>Approx. Carryover</b>		<b>-</b>	shld never be any
<b>Amount Avail. For Expenses</b>		<b>14,580.00</b>	

### APPROPRIATIONS

G5-2-A-230	Auditor's Fees	500.00
G5-2-A-270	Cemetery Trust	14,080.00
<b>TOTAL</b>		<b>14,580.00</b>

**INDIGENT DRIVER ALCOHOL FUND 2021 BUDGET**

**REVENUE**

G6-A-161	Indigent Driver	
	<b>TOTAL</b>	<b>-</b>
	<b>Approx. Carryover</b>	<b>3,699.66</b>
	<b>Amount Avail. For Expenses</b>	<b>3,699.66</b>

**No Appropriations**

## 2021 FOJ FUND

### REVENUE

G7-F-161	Fines	-
	<b>TOTAL</b>	<b>-</b>
	<b>Approx. Carryover</b>	<b>2,536.28</b>
	<b>Amount Avail. For Expenses</b>	<b>2,536.28</b>

### APPROPRIATIONS

G7-7-X-240	FOJ Supplies & Materials	-
G7-7-X-250	FOJ Capital Outlay	
G7-7-X-273	FOJ Other Uses	2,536.28
	<b>TOTAL</b>	<b>2,536.28</b>

## 2021 MAYOR'S COURT RECEIPTS

### REVENUE

G8 I 195	Mayor Court Receipts	35,000.00
	<b>TOTAL</b>	<b>35,000.00</b>
	<b>Approx. Carryover</b>	<b>3,012.15</b>
	<b>Amount Avail. For Expenses</b>	<b>38,012.15</b>

### APPROPRIATIONS

G8 7X 240	Mayor Court Misc	650.00
G8 7X 275	Payment to State	7,050.00
G8 7X 2751	Payment to Village	27,300.00
	<b>TOTAL</b>	<b>35,000.00</b>

# POLICE 2021 BUDGET

## REVENUE

H1-A-111	Real Estate Tax	90,000.00	
H1-A-111-1	Trailer Tax	550.00	
H1-A-112	Personal Property Tax	-	
H1-B-129	Intergovernmental - State	12,400.00	
H1-H-184	Misc.	-	
H1-H-185	General Fund Transfer	152,000.00	38k X 4
	<b>Approx. Carryover</b>	39,735.72	?????
	<b>TOTAL</b>	<b>294,685.72</b>	

## APPROPRIATIONS

H1-1-A-211	Salary	162,000.00
H1-1-A-212	Benefits	85,000.00
H1-1-A-230	Contractual	18,000.00
H1-1-A-240	Operation & Maint.	15,000.00
H1-1-A-250	Capital	2,500.00
	<b>TOTAL</b>	<b>282,500.00</b>

**Projecting collection of \$40,000.00 in fines that go to General Fund**  
**POLICE CAN'T FUND THE POLICE FUND WITH FINE MONEY**  
**Fine money goes into general fund - then we transfer to police from general**  
**Only income in police fund is levy money**

speed trailer - 7358.00

4475.00 donated so far for speed trailer - 1500.00 budgeted in parks cap  
 George confident he can raise another 1500 in donations

## 2021 STREET LIGHTING BUDGET

### REVENUE

H3-C-136	Auditor	15,000.00
H3-H-182	Transfer from General Fund	-
H3-H-184	Misc	-
<b>TOTAL</b>		<b>15,000.00</b>
<b>Approx. Carryover</b>		<b>7,675.18</b>
<b>Amount Avail. For Expenses</b>		<b>22,675.18</b>

### APPROPRIATIONS

H3-1-A-230	Contractual	21,700.00
H3-1-A-240	Operations & Maintenance	-
<b>TOTAL</b>		<b>21,700.00</b>