

**MINUTES – January 9, 2017**

**WOODVILLE VILLAGE COUNCIL – REGULAR MEETING**

Minutes of the Regular Meeting of Woodville Village Council held on Monday, January 9, 2017 in Council Chambers, 530 Lime Street at 7:00pm. Present at Roll Call were Mayor Rich Harman, Fiscal Officer Barb Runion Council Members- Patrick Dunn, Judy Karchner, Joe Riffle, Stephanie Rizor, Jeff Tate, and Ty Tracy. Also present: Village Administrator Keith Kruse, Solicitor Bob Kuhlman, Police Chief Roy Whitehead, and Karen Schepman.

Mayor Rich Harman called the meeting to order and led the pledge to the flag.

Mayor Rich Harman called for nominations of Council President. Tate nominated Ty Tracy, seconded by Karchner. Mayor Harman closed the nominations. VOTE- for Tracy. Yeas- Tate, Karchner, Dunn, Riffle, Rizor, and Tracy. Nays- None. Tracy was named Council President.

Mayor Harman confirmed the 2017 council committee chairmen, and appointments. (Attached)

Minutes of the Finance Committee meeting and Regular Council meeting held on December 19, 2016 were approved as presented.

**AUDIENCE PARTICIPATION** – None.

**CORRESPONDENCE**- None.

**OLD BUSINESS**- None.

**REPORTS:**

**ADMINISTRATIVE & PERSONNEL**- Riffle – No report.

**PUBLIC WORKS & MAINTENANCE** – Dunn – No report.

**ENVIRONMENTAL & COMMUNITY DEVELOPMENT** – Rizor – No report.

**FINANCE** – Tracy made a motion to adopt Finance Ordinance #1650 in the amount of \$50,921.23, Tate second. VOTE- Yeas- Tracy, Tate, Dunn, Karchner, Riffle, and Rizor. Nays- None **MOTION CARRIED 6-0.**

**PUBLIC SAFETY**- Tate – No report.

**RECREATION & PARKS DEVELOPMENT** – Karchner – No report.

**VILLAGE ADMINISTRATOR** – Keith Kruse reported:

- **FYI:** IGS Energy of Dublin, Ohio offers a home utilities maintenance program, and would like to implement the program here. Kruse will contact them for more information.

The Nexus Pipeline Project will be using Findlay Rd and Borcharding Rd to bring in materials needed to install the new pipeline through the township. A road use maintenance agreement (RUMA) is necessary when trucks are using village streets. Kruse will work with Sandusky County Engineer to evaluate the RUMA proposal for the entire county.

The Sandusky County Economic Development Corporation is working on a strategic plan for their organization to work on, and have asked for all entities to participate in the process.

Woodville Township Trustees have inquired into the possibility and costs to allow township residents the use of the village vegetation site.

New "No turn on red" and "20 mile an hour" signs have been ordered for the West Main and Pemberville Road intersection. A traffic count/study is needed in order to move forward with a left turn arrow light to turn into the school from the east bound lane on U.S. Rt. 20.

**POLICE DEPARTMENT**- Chief Whitehead stated there have been several complaints regarding the trees being hacked. The County Engineers have been doing preventive maintenance by clearing the right of way throughout the county.

**WOODVILLE VILLAGE COUNCIL-REGULAR MEETING 1/9/17 – PAGE 2**

**FISCAL OFFICER-** Runion presented the following ordinance for council's consideration:

**ORD. #18-2016:** EMPLOYING ROBERT A. KUHLMAN AS THE VILLAGE SOLICITOR –3<sup>rd</sup> Reading. Riffle made a motion to adopt Ordinance #18-2016, Tracy second. VOTE – Yeas- Riffle, Tracy, Dunn, Karchner, Rizor, and Tate. Nays – None. **MOTION CARRIED 6-0.**

**NEW BUSINESS** – None.

**MAYOR'S REPORT-** No report.

**EXECUTIVE SESSION-** None.

Mayor Harman adjourned the meeting at 7:30pm.

---

Mayor Richard A. Harman

---

Barbara J. Runion, Fiscal Officer

January - 2017

**VILLAGE OF WOODVILLE**  
**Richard Harman, Mayor**

**ADMINISTRATIVE & PERSONNEL**

\*Joe Riffle (12/31/17)  
Jeff Tate  
Ty Tracy

**PUBLIC WORKS & MAINTENANCE**

\*Pat Dunn (12/31/19)  
Stephanie Rizor  
Joe Riffle

**ENVIRONMENTAL, PLANNING &  
COMMUNITY DEVELOPMENT**

\*Stephanie Rizor (12/31/17)  
Pat Dunn  
Joe Riffle

**FINANCE**

\*Ty Tracy (12/31/17)  
Jeff Tate  
Judy Karchner

**PUBLIC SAFETY**

\*Jeff Tate (12/31/17)  
Ty Tracy  
Judy Karchner

**RECREATION & PARKS DEVELOPMENT**

\*Judy Karchner (12/31/19)  
Pat Dunn  
Stephanie Rizor

\* Denotes Chairman of the Committee and Date their Council Term Expires

ZONING INSPECTOR  
STREET COMMISSIONER  
VILLAGE ADMINISTRATOR  
SOLICITOR  
POLICE CHIEF  
REP to FIREMEN'S DEPENDENT BOARD  
REP to COMMUNITY IMPROVEMENT CORP  
REP to SAND CO ECONOMIC DEVELOP CORP  
REP to SAND CO REGIONAL PLANNING COMM.  
REP to VILLAGE RECREATION BOARD  
REP to PLANNING COMMISSION  
REP to EMS ADVISORY BOARD

Keith Kruse  
Keith Kruse  
Keith Kruse  
Robert Kuhlman  
Roy Whitehead  
Judy Karchner  
Joe Riffle  
Keith Kruse  
Keith Kruse  
Judy Karchner  
Keith Kruse  
Judy Karchner

January - 2017

**PLANNING COMMISSION**

\*Mayor Richard Harman  
Jeff Tate  
Paul Runion  
Larry Shue  
Mark Karchner

**RECREATION BOARD**

The Recreation & Parks Comm. manages these responsibilities.

**RECORDS RETENTION COMMITTEE**

\*Richard Harman  
Robert Kuhlman  
Michael O'Connor  
Dawn Bockbrader, Secretary

**AUDIT COMMITTEE**

\*Ty Tracy  
Jeff Tate  
Judy Karchner  
Mayor Richard Harman

**ZONING BOARD OF APPEALS**

\*Bernie Blechinger  
Todd Krukemyer  
Gary Shrewsbury  
Deb Grove  
Jim Walliser

**TREE COMMISSION**

\*Kelly O'Connor  
Chris Lucki  
Lynda Obee

---

---

January – 2017

**Regular Meetings of the Council** will be held the second and fourth Monday of each and every month at 7:00 p.m. in Council Chambers located at 530 Lime Street. Special Meetings may be called at the request of the Mayor or any member of Council with proper notification of all members and the news media.

**Finance Committee Meetings** are held on the second and fourth Monday of each and every month at 6:30p.m. in Council Chambers located at 530 Lime Street.

**Compensation for Council Members -**

\$3,000.00 annually effective January 1, 2010 and

\$3,300.00 annually for Council President effective January 1, 2010 (per Council Ordinance #29-2009)

\*Payable the Second Pay Period of each and every month

**Compensation for Mayor** - \$5,000.00 annually

\*Payable the Second Pay Period of each month

**Five Posting Locations for all Village Ordinances and Resolutions are:**

Woodville Municipal Building  
Fremont Federal Credit Union, Woodville  
Woodville Post Office  
Woodville Public Library  
Woodville Town Hall

**Roberts Rules of Order are followed for the Order of Business for Meetings**

**ABBREVIATIONS**

OPWC	Ohio Public Works Commission – Issue 2 – Grants & Loans
OWDA	Ohio Water Development Association
PDG	Poggemeyer Design Group
CDBG	Community Development Block Grant

## MINUTES – January 17, 2017

### WOODVILLE VILLAGE COUNCIL – SPECIAL MEETING

Minutes of the Special Meeting of Woodville Village Council held on Tuesday, January 17, 2017 in Council Chambers at 530 Lime Street at 6:00pm. Present at Roll Call were Mayor Rich Harman, Fiscal Officer Barb Runion, Council Members – Patrick Dunn, Judy Karchner, Joe Riffle, Jeff Tate, and Ty Tracy. Also present - Village Administrator Keith Kruse.

Council Member Stephanie Rizor was excused.

Chief Roy Whitehead entered the meeting at 6:03pm.

Kruse presented a summary of the current condition U.S. Rt. 20 and Lime Street intersection.

- Unfortunately, the prior repair option of cold patch with a Durapatch sealant is no longer a possibility. Due to recent rainfalls, the cold patch product rapidly deteriorates and washes out of the pothole. This has created a deeper pothole and an enormous safety concern.
- ODOT was contacted and immediately supplied the barrels, arrow board, and steel slab to temporarily secure the area until repairs could be made.
- Contacted Matt Tille for availability to make the needed repairs, and to confirm his previous quote of \$7,000.00.
- Decided on January 28<sup>th</sup> for road repairs to allow Martin Marietta time to notify the necessary vendors of the temporary road closure. ODOT will supply all road closure signs.

Kruse stated the cold patch was working, but with the winter season upon us it is no longer a practical solution to the issue. If we were to continue with this patch, it could cost a minimum of \$1,500.00 a month to repair the area. Tille has stated his repair option will last 3 – 5 years.

Council discussed the ODOT agreement that was offered to the village several months ago.(attached) Kruse confirmed the agreement amounts were still valid. Council agreed the ODOT agreement would not benefit the village at this time. The agreement is not specific to how certain areas would be maintained or repaired to justify the required financial commitment.

ODOT will not allow the area closed down indefinitely. If the village does not repair the road, ODOT will and the village will be invoiced for their share of the costs, plus the village would have to pay 100% of any costs should there be issues with the utilities under the concrete/asphalt.

Karchner made a motion to contract with Matt Tille for \$7,000.00 to repair U.S. Rt. 20 at the Lime Street intersection. Tracy second. VOTE – Yeas – Karchner, Tracy, and Dunn. Nays – Riffle and Tate. **MOTION CARRIED 3-2.**

Mayor Harman adjourned the meeting at 7:45pm.

---

Mayor Richard A. Harman

---

Barbara J. Runion, Fiscal Officer

**MEMORANDUM OF AGREEMENT  
BETWEEN THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION  
AND THE VILLAGE OF WOODVILLE, OHIO**

This Memorandum of 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 "STATE" and the Village of Woodville, 530 Lime Street, Woodville, Ohio 43469, hereinafter referred to as the "VILLAGE."

**1. PURPOSE**

- 1.1 Pursuant to Ohio Revised Code 5501.03(A)(3) and 5501.31, the Director of the Department of Transportation shall have general supervision of all roads comprising the State Highway System, including the removal of snow and ice thereof, and the Director may enter into such contracts necessary to fulfill such supervision and maintenance.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction.
- 1.3 The Director of Transportation, under ORC § 5521.01, is authorized to maintain State Highways, apply standard longitudinal pavement markings and erect regulatory and warning signs on extensions of State Highways within the limits of a village.
- 1.4 The VILLAGE performs similar functions of snow and ice removal within the VILLAGE limits.
- 1.5 It is in the interest and safety of the traveling public that the STATE shall perform all maintenance and repair work including snow and ice removal operations on a portion of State Route US 20.
- 1.6 The coordination between the STATE and the VILLAGE serves to manage the public resources of each agency in an efficient manner.
- 1.7 The purpose of this agreement is to establish the respective responsibilities of the parties with regard to the maintenance and repair work including snow and ice removal operations on a 5.8 mile portion of US20.
- 1.8 "Maintenance" shall include, but not be limited to: pothole patching, pavement repairs to include partial and limited full depth repair, shoulder restoration, pavement markings, flat sheet sign replacement and repair, herbicidal spraying, street sweeping, litter pick up, snow and ice removal and catch basin and guardrail repair.

2. **OBLIGATIONS OF THE STATE**

- 2.1 The STATE will perform all maintenance and repair work including snow and ice removal operations on both sides of State Route US 20 within the Village of Woodville's village limits.
- 2.2 The STATE will invoice the VILLAGE in the sum of \$15676.73 for year one, \$23515.09 for year two and \$31353.46 for year three of this agreement. The Village will be invoiced in July of each year starting July 2016.

3. **OBLIGATIONS OF THE VILLAGE**

- 3.1 The VILLAGE agrees to pay ODOT upon receipt of the billing in the sum of \$15676.73 for year one, \$23515.09 for year two and \$31353.46 for year three of this agreement. Payment shall be made within thirty (30) days of receipt of the invoice.

4. **TERM OF AGREEMENT**

- 4.1 This agreement shall commence on July 1, 2016 and shall expire June 30, 2017. A renewal of this MOU may be effected in writing by both parties for an additional period from July 1, 2017 through June 30, 2019.
- 4.2 This agreement may be terminated by either party giving thirty (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.
- 5.2 Either party may, at any time during the term of the agreement, request amendments or modifications. 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 STATE 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 is self-insured.



- 5.5 The VILLAGE shall provide its own worker's compensation coverage throughout the duration of the agreement and any extensions thereof. The STATE is hereby released from any and all liability for injury received by the VILLAGE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this agreement. The VILLAGE is hereby released from any and all liability for injury received by the STATE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this agreement.
- 5.6 The VILLAGE and STATE agrees to promptly comply with all applicable state and federal laws regarding drug-free workplace. When applicable, the VILLAGE and STATE shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 5.7 If the VILLAGE breaches or defaults any of the terms or conditions of this License 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 License Agreement.
- 5.8 The STATE 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, with the exception of matters identified in this agreement requiring approval solely and finally by the STATE.
- 5.9 Ohio Ethics Law: The VILLAGE and STATE, by signing this document, certifies: (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.

6. **NOTICE**

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

VILLAGE of Woodville  
530 Lime Street  
Woodville, Ohio 43469

Ohio Department of Transportation  
District 02  
317 E. Poe Road  
Bowling Green, OH 43402

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.

IN WITNESS THEREFORE, 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 WOODVILLE

STATE OF OHIO

Department of Transportation

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Jerry Wray, Director

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

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

By: \_\_\_\_\_  
Finance Director

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

### Village of Woodville

**Current state:** Village of Woodville maintains 5.8 miles of US20 in the Village limits. The Ohio Department of Transportation performs Snow and Ice operations within the Village limits.

**Proposed state:** The Ohio Department of Transportation performs Snow and Ice operations within the Village limits. ODOT would also maintain 5.8 miles of US20 in the Village limits per cost agreement.

Municipality	Miles Maintained	Year 1	Year 2	Year 3
<del>Swanton</del>	5.8	\$15676.73	\$23515.09	\$31353.46

WOODVILLE

These numbers are based on a 4 year average of maintenance cost on a like route (2011 thru 2014)

A three-year agreement will be set up using the above numbers. At the expiration of the initial agreement, costs will be reviewed and a new agreement will be based on actual costs of the 5.8 miles within the Village limits.