



Village Council Regular Meeting

November 13, 2025 at 7:00 PM
2829 Minerva Lake Rd.

Agenda

Roll Call/Vote to Excuse any Absent Member

Pledge of Allegiance

Minutes

- [1.](#) **MOTION TO APPROVE** 10/23/25 Committee as a Whole Minutes
- [2.](#) **MOTION TO APPROVE** 10/23/25 Council Meeting Minutes
- [3.](#) **MOTION TO APPROVE** 10/30/25 Special Council Meeting Minutes
- [4.](#) **MOTION TO APPROVE** 11/6/25 Council Work Session Minutes

Village Official Reports

- [5.](#) Police - Chief Matt Delp
- [6.](#) Fiscal Officer - Jeffrey Wilcheck
- [7.](#) Engineer - Mike Flickinger
- [8.](#) Legal - Jesse Shamp
- [9.](#) Village Planning - Eric Fischer
- [10.](#) Zoning Officer - John Canty
- [11.](#) Planning & Zoning - Tommy Grant
- [12.](#) MPCA - Jason Camara

Committee as a Whole Report

- [13.](#) Finance-Tony Pinter
- [14.](#) Legislation- Tommy Grant
- [15.](#) Safety - Cathy Paessun

Mayor's Report

Citizen Comments

Legislation

- [16.](#) **ORDINANCE 2025-19** Annual Compensation for 2026

AN ORDINANCE UPDATING THE WAGE AND SALARY RANGES, THE NUMBER OF EMPLOYEES AND POSITIONS FOR THE VILLAGE OF MINERVA PARK (2nd reading)

- [17.](#) **ORDINANCE 2025-20** Health Care for 2026

AN ORDINANCE ESTABLISHING HEALTH CARE BENEFITS FOR EMPLOYEES AND THE MAYOR AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO CONTRACTS FOR MAJOR MEDICAL AND OTHER INSURANCES FOR VILLAGE EMPLOYEES (2nd reading)

18. ORDINANCE 2025-22 Annual Appropriations for 2026

AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE CURRENT EXPENDITURES/EXPENSES OF THE VILLAGE OF MINERVA PARK FOR THE YEAR 2026 (1st reading)

19. RESOLUTION 2025-25 Annual Contracts for 2026

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO VARIOUS RECURRING CONTRACTS NECESSARY FOR THE CONTINUOUS OPERATION OF THE VILLAGE (2nd reading)

20. RESOLUTION 2025-26 Rules of Council for 2026

A RESOLUTION ADOPTING THE RULES OF COUNCIL FOR THE COUNCIL OF THE VILLAGE OF MINERVA PARK FOR 2026 (2nd reading)

21. RESOLUTION 2025-27 Pool Fees for 2026

A RESOLUTION ESTABLISHING FEES FOR MEMBERSHIP FOR THE MINERVA PARK POOL FOR THE 2026 SUMMER SEASON AND DECLARING AN EMERGENCY (2nd reading)

22. RESOLUTION 2025-29 Property Tax Advances for 2026

A RESOLUTION REQUESTING THE COUNTY TREASURER TO PROVIDE ADVANCE PAYMENTS OF TAXES AND OTHER SOURCES PAYABLE TO THE VILLAGE AS THEY BECOME AVAILABLE DURING 2026 (1st reading)

23. RESOLUTION 2025-31 3.2 Mill Levy Estimate Request

A RESOLUTION AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF MINERVA PARK TO REQUEST A CERTIFICATION AND ESTIMATE OF REVENUE FROM THE FRANKLIN COUNTY AUDITOR'S OFFICE FOR A THREE POINT TWO (3.2) MILL 5-YEAR RENEWAL TAX LEVY (1st reading)

24. RESOLUTION 2025-32 LinkUS Agreement

A RESOLUTION AUTHORIZING THE MAYOR EXECUTE A GRANT AGREEMENT WITH THE CENTRAL OHIO TRANSIT AUTHORITY FOR THE LINKUS TRANSIT SUPPORTIVE INFRASTRUCTURE PROGRAM AND DECLARING AN EMERGENCY (1st reading-intent to pass as an emergency on 3rd reading)

Old Business

25. Pool Maintenance Building Roadway Project

New Business

New Business

26. ENTERTAIN A MOTION FOR EXECUTIVE SESSION UNDER R.C. 121.22 (G)(1) TO CONSIDER THE INVESTIGATION OF CHARGES OR COMPLAINTS AGAINST A

PUBLIC EMPLOYEE (requires 2nd and roll call vote-council may invite whoever they would like to attend the executive session)

Adjourn

Meeting Summary – Committee as a Whole

Date: Thursday, October 23, 2025 **Time:** 6:38 p.m.

Attendees: Councilpersons Pinter, Koss, Paessun, Grant, Martin, Camara, and Mayor Southard.

1. Infrastructure & Streets

- **Paving Projects:**
 - Paving was delayed due to weather but is scheduled to restart next week.
 - Work has started on **North La Plaza Drive**, with concrete base layers being poured.
 - The committee expects faster progress thanks to the use of *quick-set concrete*.
- **Resident Communication:**
 - Discussion about clearer separation between updates for *Minerva Lake Road* and *Northland Plaza Drive* on public communications.
 - Suggestion to emphasize that businesses remain open during construction.

2. Yard Waste & Gutters

- Council reminded residents **not to pile leaves or debris in the street** to prevent clogged gutters.
- A social media reminder and inclusion in Monday's village email were planned.
- No citations will be issued, but residents were encouraged to "make better choices."

3. Community Events & Food Trucks

- **Upcoming Food Trucks:**
 - *Machi Habachi* – Friday 4–7 PM
 - *Schmidt's* – Halloween weekend
- Lighthearted discussion about themed food (pumpkin spice cream puffs, shawarma, etc.).

4. Village Survey

- **227 surveys** were received — representing **over 10% of village adults**.
- Consultant **Pete DeSalvo** will compile results for presentation at the **November 20** meeting.
- The group expressed excitement about the high participation rate.

5. Recreation & Parks / Pool Discussion

Main topics: guest passes, pool operations, concessions, and events.

a. Guest Pass Policy

- Debate over whether unused guest passes should **carry over** to the following year.
- **Concerns:**
 - Accounting and tracking challenges.
 - Potential loss of revenue if prices rise.
 - Software limitations for pass expiration.
- **Ideas discussed:**
 - Manual system or printable carryover passes.
 - Offering smaller bundles (e.g., 8- or 16-pack instead of 10).
 - “Early bird” special with two-year expiration.
- **Consensus:** Keep current one-season expiration for now; revisit after survey results.

b. Pool Committee Meeting

- Next meeting scheduled for **November 6 at 6:00 PM** (before the regular work session).
- Committee members: **Jason, J.P., and Anastasia.**

c. Pool Renovations

- Council intends to post updates about the **pool improvement project** (phase one to begin after the 2026 season).
- Plan to engage community and pool members for input.

6. Pool Concession Stand Operations

- Review of **profitability and management:**
 - Operations improving year-to-year; better inventory control and scheduling.
 - Still not breaking even but narrowing losses.
 - Some leftover inventory donated to first responders or MPC events.
- **Staffing:**
 - Consider optimizing lifeguard/concession overlap during slow hours.
 - Potential for self-checkout or cashless sales, but concerns about young users.
- **Pricing & Costs:**
 - Discussion re factoring taxes/fees into prices (rounded to \$5 increments).
 - Agreed prices should be inclusive and simple for kids.
- **Ideas for Next Season:**
 - Add high-margin items like popcorn (requires new equipment).
 - Explore partnerships with food vendors or third-party concession operators.
 - Consider occasional food trucks at the pool.

7. Pool Events & Community Engagement

- Discussion on **reviving special pool events** (e.g., live bands, themed nights).
- Lessons learned from past band nights: great concept, poor promotion and timing.
- **Proposals:**
 - Plan and promote early (January).
 - Coordinate with the *Blended Township June Day* and MPCA events to avoid conflicts.
 - Introduce theme nights (“Neon Night,” “Country Night,” etc.).
 - Hold a **Resident Weekend / Open House** before official pool opening—possibly with discounted admission or “polar dip” event.
 - Consider a “Save the Pool” fundraiser or flash membership sales.

8. Infrastructure Update – Minerva Lake Road

- **Soft spots** in the roadbed are **worse than expected**.
- Engineering firm assessing next steps.
- Initial estimate of **~\$70,000** for repairs deemed excessive; engineers and ODOT reviewing cost alignment.
- Project currently **paused pending engineering review**.

9. Personnel Policy Update (Chapter 4 Revisions)

- Council reviewed **non-substantive updates** to the employee handbook.
- **Key clarifications:**
 - Employees must maintain sufficient leave balances; unpaid leave requests may be denied.
 - Repeated insufficient leave requests may result in disciplinary action.
 - Clarifications added for **banked holidays**, including exceptions for Christmas.
- Council agreed to approve via roll-call vote since changes were minor.

10. Adjournment

- Meeting concluded after final administrative items and acknowledgments.
-

Key Takeaways

- Road paving projects delayed but progressing.
- Pool guest pass rollover remains under review.
- Pool concessions improving but still unprofitable; new pricing and vendor options explored.
- Strong desire to reestablish the **pool as a community hub** through better events and marketing.
- Minerva Lake Road repairs facing engineering cost challenges.
- Employee leave policy clarified to avoid future misuse.

Jeffrey Wilcheck, Fiscal Officer

Tiffany Southard, Mayor



Village Council Regular Meeting

October 23, 2025 at 7:30 PM
2829 Minerva Lake Rd.

Minutes

Roll Call/Vote to Excuse any Absent Member

Pledge of Allegiance

Minutes

MOTION TO APPROVE 10.9.25 Council Work Session w/Engineer Flickinger Minutes
Motion made by Koss, Seconded by Pinter.

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

MOTION TO APPROVE 10.9.25 Council Meeting Minutes

Motion made by Koss, Seconded by Council President Camara.

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

Committee as a Whole Report

Streets - Stacey Koss

Northland Plaza Drive reconstruction has begun; MLR delayed due to weather and issues with sub-base of road-working with engineer to resolve

Services - J.P. Martin

Leaf pick-up now underway: residents are encouraged to rake leaves TO not INTO the street-leaf debris can clog and damage storm sewer system; residents are encouraged to remove large sticks/rocks from leaf piles-can damage vacuum equipment causing delays in service.

This week's food truck is Schmidt's.

Recreation & Parks - Jason Camara

Discussion has begun regarding pool fees and guest passes for 2026; concession was discussed: T Pinter request a P & L statement from 2025-possible staffing changes for 2026 as cost cutting measure

Citizen Comments None

Legislation

ORDINANCE 2025-19 Annual Compensation for 2026

AN ORDINANCE UPDATING THE WAGE AND SALARY RANGES, THE NUMBER OF EMPLOYEES AND POSITIONS FOR THE VILLAGE OF MINERVA PARK (1st reading)

ORDINANCE 2025-20 Health Care for 2026

AN ORDINANCE ESTABLISHING HEALTH CARE BENEFITS FOR EMPLOYEES AND THE MAYOR AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO CONTRACTS FOR MAJOR MEDICAL AND OTHER INSURANCES FOR VILLAGE EMPLOYEES (1st reading)

MOTION TO SUSPEND THE RULES THAT REQUIRE 3 READINGS for RES 2025-24

Reason for emergency language: A copy of this resolution, along with accompanying documents are due to the Franklin County Auditor

Motion made by Grant, Seconded by Council President Camara.

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

MOTION TO APPROVE RESOLUTION 2025-24 TIRC Approval

A RESOLUTION ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCILS, AND DECLARING AN EMERGENCY (2nd reading-intent to suspend the rules that require 3 readings and pass as an emergency)

Motion made by Grant, Seconded by Council President Camara.

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

RESOLUTION 2025-25 Recurring Contracts

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO VARIOUS RECURRING CONTRACTS NECESSARY FOR THE CONTINUOUS OPERATION OF THE VILLAGE (1st reading)

RESOLUTION 2025-26 Rules of Council

A RESOLUTION ADOPTING THE RULES OF COUNCIL FOR THE COUNCIL OF THE VILLAGE OF MINERVA PARK FOR 2026 (1st reading)

RESOLUTION 2025-27 Pool Fees for 2026

A RESOLUTION ESTABLISHING FEES FOR MEMBERSHIP FOR THE MINERVA PARK POOL FOR THE 2026 SUMMER SEASON AND DECLARING AN EMERGENCY (1st reading-intent to approve on 3rd reading-if this happens on 11/20, emergency language for 3rd reading will be removed)

MOTION TO SUSPEND THE RULES THAT REQUIRE 3 READINGS for RES 2025-25

Reason for emergency language: need to compile data for grant application and submit by due date

Motion made by Grant, Seconded by Council President Camara.

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

MOTION TO APPROVE RESOLUTION 2025-28 Pool Construction Grant

A RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE VIA THE LAND AND WATER CONSERVATION FUND FOR FUNDING OF IMPROVEMENTS TO THE MINERVA PARK MUNICIPAL POOL AND DECLARING AN EMERGENCY (1st reading-intent to suspend the rules requiring 3 readings and pass as an emergency)

Motion made by Grant, Seconded by Paessun.

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

Old Business

Pool and Roadway projects discussed earlier in meeting; permits for Maintenance Bldg. moving forward.

227 responses to Resident Survey-P DiSalvo to share findings at November meeting.

New Business

HR has made clarification to the Employee Handbook; After discussion and council review, Mayor asked for council approval

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

Drug Take Back Day 10/25 10 AM-2 PM

Candidate's Night (MPCA Sponsored) 10/28 7-8 PM

Trick or Treat Thurs 10/30 6-8 PM

Adjourn

Motion to adjourn made by Grant, Seconded by Koss.

Voting Yea: Council President Camara, Koss, Martin, Paessun, Grant, Pinter

Meeting Adjourned at 8:12 PM

Jeffrey Wilcheck, Fiscal Officer

Tiffany Southard, Mayor



Village Council Special Meeting

October 30, 2025 at 5:00 PM

2829 Minerva Lake Rd.

Minutes

Roll Call/Vote to Excuse any Absent Member

PRESENT: Councilpersons Pinter, Paessun, Martin Grant, Camara ABSENT: Koss

ALSO IN ATTENDANCE: Fiscal Officer Wilcheck

Motion to excuse Councilperson Koss made by Grant, Seconded by Paessun.

Voting Yea: Camara, Martin, Paessun, Grant, Pinter

Pledge of Allegiance

Legislation

MOTION TO SUSPEND THE RULES THAT REQUIRE 3 READINGS for ORD 2025-21

Reason for emergency language: to avoid further delays in the 2025 Roadway Improvement Project.

Motion made by Grant, Seconded by Pinter.

Voting Yea: Council President Camara, Martin, Paessun, Grant, Pinter

MOTION TO APPROVE ORDINANCE 2025-21 Supplemental Appropriations

AN ORDINANCE TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR THE CURRENT EXPENSES OF THE VILLAGE OF MINERVA PARK FOR THE YEAR 2025 (1st reading-intent to suspend the rules that require 3 readings)

Funding for additional work needed for the MLR portion of the 2025 Roadway Project.

Motion made by Grant, Seconded by Martin.

Voting Yea: Camara, Martin, Paessun, Grant, Pinter

MOTION TO SUSPEND THE RULES THAT REQUIRE 3 READINGS for RES 2025-30

Reason for Emergency Language: to proceed with construction of the Maintenance Building after many delays.

Motion made by Grant, Seconded by Pinter.

Voting Yea: Camara, Martin, Paessun, Grant, Pinter

MOTION TO APPROVE RESOLUTION 2025-30 Maintenance Building Change Orders

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO APPROVE CHANGE ORDERS FOR THE MAINTENANCE GARAGE PROJECT AND DECLARING IT AN EMERGENCY (1st reading-intent to suspend the rules that require 3 readings and pass as an emergency)

Change orders for Maintenance Bldg.-cost increases due to delays in permitting process.

Motion made by Grant, Seconded by Martin.

Voting Yea: Camara, Martin, Paessun, Grant, Pinter

Adjourn

Motion to adjourn made by Grant, Seconded by Martin.

Voting Yea: Council President Camara, Martin, Paessun, Grant, Pinter

Meeting adjourned at 5:22 PM

Executive Summary: 11.06.25 Council Work Session

The work session focused primarily on the **2026 Appropriation Ordinance** and long-term financial stability, with significant discussion dedicated to capital projects, future funding concerns, and the possibility of pursuing a Village Charter.

2026 Budget and Financial Highlights

Fiscal Officer Jeffrey Wilcheck presented the 2026 budget, highlighting several key financial developments and decisions:

- **Income Tax Collections:** A notable concern was raised over income tax collections, which are currently trending at a **2.5% increase** for the year, a significant drop from an earlier high of 15%.
- **SRO Position:** The \$60,000 budgeted for a School Resource Officer (SRO) for the Westerville City School District was removed from the budget as the service is not currently being provided.
- **Salaries and Wages:** The budget includes a **3.5% increase** for salaries and wages, totaling about \$42,500.
- **Pension Contributions:** The employer contribution for police pensions will increase by **3.25%**, which is the first step in a state-mandated five-year plan to raise the total contribution to 24%.
- **Healthcare:** The anticipated cost increase for healthcare was successfully negotiated down to **7%** from an initial projection of 10-11%. There is an ongoing review of dental coverage, with a proposal to switch from Delta Dental to Anthem for an estimated **25% cost savings**.
- **Levy Renewal:** The **3.2 mill levy** is scheduled for renewal on the May ballot, requiring related legislation to be approved by early February.

Capital Projects and Transfers

Major infrastructure and facility projects were discussed, with funding allocated through significant transfers:

- **Transfers Out:** The general fund budget includes \$600,000 in transfers: **\$300,000** for the Street Improvement Fund and **\$200,000** for the Storm Sewer Improvement Fund. An additional **\$100,000** is earmarked for the Pool Improvement Fund to offset the unforeseen cost of major utility upgrades (water, sewer, sanitary).
- **Pool and Valley Road:** The scope of work required for the pool's new water and sewer lines is more extensive than initially anticipated, which has caused an increase of \$200,000 to \$250,000 for the Valley Road project. This portion of the **Valley Road project will be delayed** until after the pool closes next year to avoid interference with the 2026 pool season.
- **Pool Renovation Funding:** A plan is in place for a **\$2 million bond sale** next year, payable from income tax proceeds, to fund pool renovations and secure a grant. The

Fiscal Officer clarified that this is a loan paid back with existing income tax revenue, not a tax increase.

- **Sewer Line Repairs (CCTV):** The budget includes money to continue the CCTV (sewer inspection) project. However, Council debated the priority, as an estimated **\$200,000 to \$250,000 in repairs from previous CCTV inspections have not yet been completed.**
- **Pathways and Sidewalks:** The project has secured \$550,000 from the LINCUS agreement (available Jan 1) and is pursuing another \$250,000 from OD&R.

Long-Term Financial Outlook and Revenue Generation

The Fiscal Officer's five-year forecast showed a critical financial challenge starting in **2028**, where the Village is projected to no longer meet its financial goal of maintaining a carryover balance equivalent to 25% of the annual budget. This concern was raised to prompt conversations about finding new revenue sources and expenditure adjustments for 2026 and 2027 to avoid the shortfall. Council members acknowledged this as a critical target for future strategic planning, including potential redevelopment initiatives.

Charter Government Discussion

The Village Attorney outlined the process for forming a Charter Review Commission, which would first require a resolution passed by a two-thirds vote of Council to put the question on the May ballot.

Key points from the discussion:

- **Benefits:** A charter would allow the Village to customize laws, such as adjusting competitive bidding limits (currently considered "paltry") and specifying legislative actions that can be effective immediately without declaring an emergency.
- **Past Failure:** A previous charter attempt failed with a 77% opposition vote, attributed to being overly complicated, having competing agendas among the commission members, and a lack of clear legal guidance at the end of the drafting process.
- **Staff Recommendation:** The recommendation for a new attempt is to **keep the charter simple** and focus on a few key, non-controversial changes, such as setting a clear council structure (e.g., seven members), eliminating the elected Mayor position (to be elected from among Council), and adjusting bidding limits.
- **Execution:** Council members were advised to run for the Charter Commission, act as "cheerleaders" to inform the village, and hold public assemblies to explain the *why* and *what* of the proposed charter.



DIVISION OF POLICE

VILLAGE OF MINERVA PARK



Chief Matt Delp

Monday, November 3, 2025

TO: Mayor, Council

FR: Chief Matt Delp

RE: **Chief's Report for October 2025**

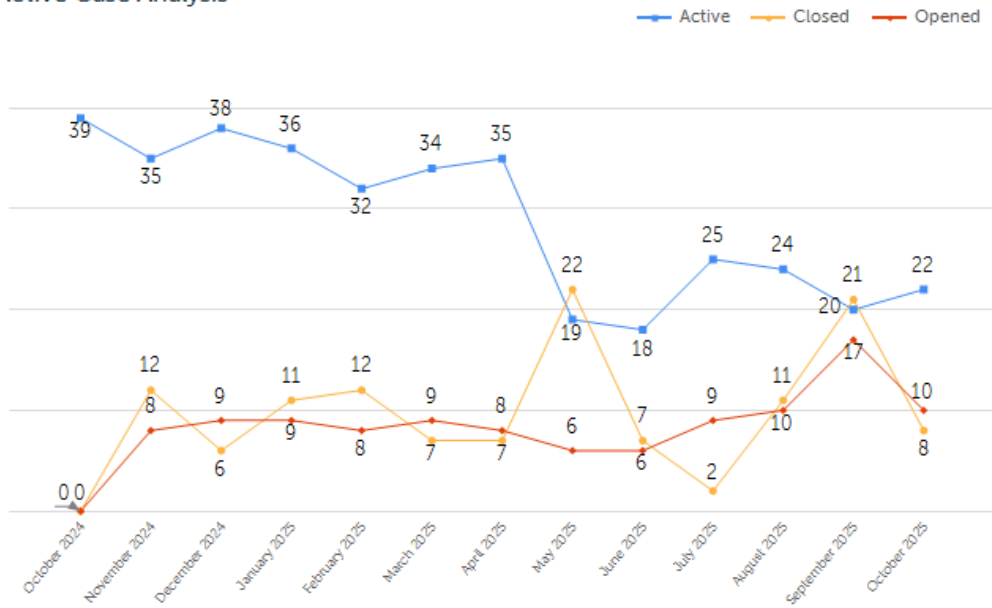
Madame Mayor and Members of Council,

The sole topic for October concerns the Beggar's Night event, which was a resounding success despite less-than-ideal weather conditions. We estimate that nearly 800 children from Minerva Park and nearby communities participated. While we initially had some reservations about parents driving along the roadway with their hazard lights activated, this ultimately helped to reduce traffic speed and enhance the safety of the children. Overall, the event was a safe and enjoyable gathering for the community, with no incidents reported.

The following pages contain the vital statistics for police activity.

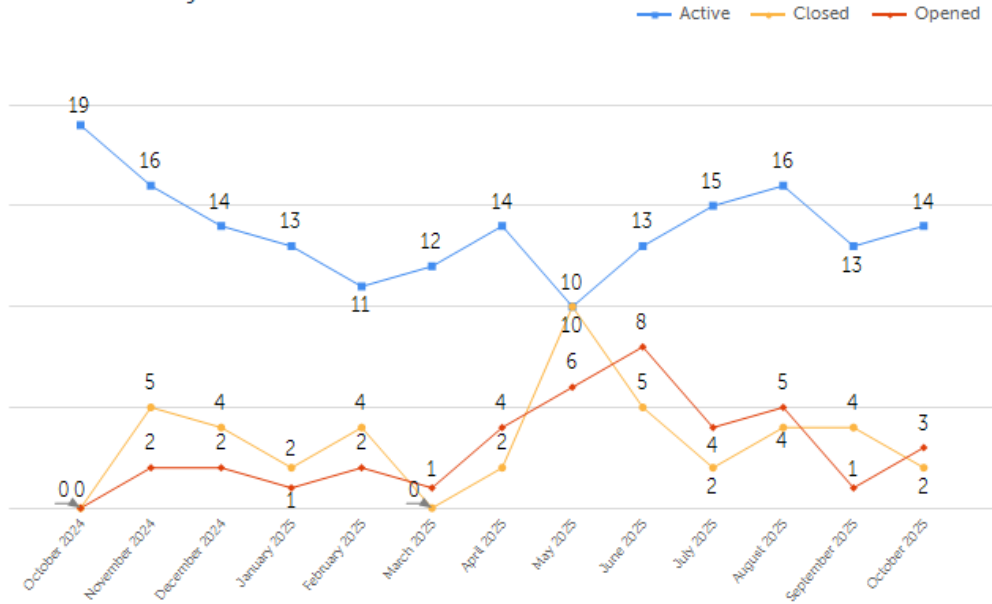
	OCT 2025	Previous Year	Difference
Traffic Stops	80	87	-7
Citations Issued	24	35	-11
Police Reports	10	14	-4
Active Cases	22	31(est)	-9
Calls for Service	297	342	-45

Active Case Analysis



TRAFFIC STOPS

Active Case Analysis



For Cases opened between 10/1/2025 and 10/31/2025 for all case types

Case Subtype	Cases	%
Complaint	3	21.43 %
Domestic Violence	1	7.14 %
Larceny/Theft	3	21.43 %
Property Impound	2	14.29 %
Recovered Vehicle	1	7.14 %
Traffic Stop	1	7.14 %
Unspecified Call	1	7.14 %
Unspecified Narcotics Complaint	1	7.14 %
Vehicle Crash	1	7.14 %
Total	14	100.00 %

10/31/2024 - 10/31/2025				
Subtype	Active at Start	Opened Cases	Closed Cases	Active at End
Assault	5	11	15	1
Breaking and Entering	0	0	0	0
Burglary	2	1	3	0
Complaint	9	39	37	11
Counterfeiting/Forgery	0	0	0	0
Destruction/Damage/Vandalism	1	4	4	1
DOA - Unknown	0	0	0	0
DOA-Suicide	0	0	0	0
Domestic Violence	2	7	9	0
Extortion/Blackmail	0	0	0	0
Hit Skip	0	0	0	0
Larceny/Theft	5	23	22	6
Menacing	2	0	2	0
Motor Vehicle Theft	4	2	6	0
Person in Jeopardy	0	1	1	0
Pornography / Obscene Material	0	0	0	0
Property Damage	0	0	0	0
Property Impound	0	11	10	1
Property in Jeopardy	0	1	1	0
Protection Order	1	0	1	0
Rape	0	0	0	0
Request for Assistance	1	0	1	0
Robbery	2	0	2	0
Sexual Assault	0	2	1	1
Shooting	1	0	1	0

Traffic Stop	0	0	0	0
Unspecified Call	3	4	7	0
Warrant	1	3	3	1
Total	39	109	126	22

Item # 5.

Violation Report - OCTOBER 2025

Record Count : 15

Violation Date	Date Resolved	Subject	Mode
11/05/2025		HIGH GRASS	POSTED
10/27/2025		HIGH GRASS	POSTED
10/14/2025		TRASH	POSTED
10/08/2025	10/15/2025	INOPERABLE VEHICLE	POSTED
10/07/2025	10/08/2025	TRASH IN FRONT YARD	POSTED
09/30/2025	10/06/2025	HIGH GRASS	POSTED
09/30/2025	10/06/2025	JUNK IN FRONT YARD	POSTED
09/30/2025	10/06/2025	HIGH GRASS	POSTED
09/30/2025	10/06/2025	BLOCKED SIDEWALK	POSTED
09/23/2025	10/24/2025	JUNK ON DRIVEWAY	POSTED
09/22/2025	10/06/2025	TRAILER IN DRIVEWAY	POSTED
09/22/2025		FIRE HYDRANT OBSTRUCTION	MAILED
09/03/2025	10/13/2025	JUNK IN FRONT YARD	MAILED
04/15/2025	10/23/2025	ROTTING ROOF	MAILED
11/06/2024		ROTTING ROOF	MAILED

Permit Report - OCTOBER 2025

Record Count : 5

Permit Type	Status	Date of Application	Local Permit No.	Property Address
DRIVEWAY (2)	Complete	10/08/2025	DSP-05-2025	4800 BLACK SYCAMORE DR
	Approved	10/15/2025	DSP-06-2025	3016 CARLETON CT
PROPERTY IMPROVEMENT (1)	Approved	10/23/2025	PIP-19-2025	2575 JORDAN RD
WINDOW REPLACEMENT (2)	Complete	10/02/2025	PIP-18-2025	2888 LAKEWOOD DR
	Approved	10/31/2025	PIP-21-2025	2634 WILDWOOD RD

ORDINANCE 2025-19

AN ORDINANCE UPDATING THE WAGE AND SALARY RANGES, THE NUMBER OF EMPLOYEES AND POSITIONS FOR THE VILLAGE OF MINERVA PARK

WHEREAS, pursuant to Section 731.10, Revised Code, the legislative authority may provide such employees for the Village as it determines are needed; and,

WHEREAS, pursuant to Section 731.13, Revised Code, the legislative authority of a Village shall fix the compensation of all officers, clerks, and employees of the Village except as otherwise provided by law; and,

WHEREAS, as part of the budget for 2026, the authorized positions and compensation rates were adjusted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY, OHIO, THAT:

Section 1. The number of hourly and salary full-time employees, positions, and related pay ranges for the Police Department shall be as follows:

Positions	Steps					
	1	2	3	4	5	6
<u>Patrol Officers</u>						
Hourly Rates - 1st Shift	\$32.43	\$34.37	\$36.43	\$38.62	\$40.94	\$43.39
Annual Compensation	67,447.22	71,494.06	75,783.70	80,329.60	85,149.38	90,258.34
Hourly Rates - 2nd and 3rd Shift	\$33.43	\$35.43	\$37.56	\$39.81	\$42.20	\$44.73
Annual Compensation	69,527.22	73,698.86	78,120.79	82,804.80	87,773.09	93,039.47

Positions	Authorized Number	Status	Hourly Rates		Annual Compensation	
			Low	High	Low	High
Sergeant, 1st Shift	---	Hourly	---	\$46.00	---	\$95,673.84
Sergeant, 2nd and 3rd Shift	---	Hourly	---	\$47.41	---	98,621.84
Lieutenant	---	Hourly	---	48.76	---	101,414.27
Chief	---	Salary	---	53.63	---	111,555.70

The Police Department is authorized to have 10 full-time employees. There shall be one sergeant and one lieutenant. The Sergeant’s compensation is six percent above the Patrol Officer’s step 6 for the assigned shift. The Lieutenant’s compensation range is six percent above that of a Sergeant on first shift. The Chief’s compensation range is ten percent above that of the Lieutenant. Patrol officers in probation shall be compensated \$.75 less than the hourly rate of starting pay.

Patrol officers are assigned to one of three shifts, annually, for a year based on the Shift Bid. Any change in the annual shift assignment is at the discretion of the Chief of Police. The Chief of Police shall notify the Fiscal Office in writing of any change. Temporary work (less than 28 days) across any shift does not result in a rate change. An annual split shift assignment shall have a rate assigned based on the shift where the majority of hours are worked.

ORDINANCE 2025-19

Item # 16.

(Continued)

Section 2. The number of hourly full-time, part-time, and seasonal employees, positions, and related pay ranges within all other departments shall be as follows:

Positions/Job Title	Authorized	Status	Hourly Rates		Annual Compensation **	
	Number		Low	High	Low	High
<u>Maintenance Department</u>						
Maintenance Worker 2	1	Part-Time	20.70	23.00	21,528	23,920
Maintenance Worker 1	1	Part-Time	18.60	20.70	19,344	21,528
Laborer	2	Seasonal	12.50	18.50	6,000	8,880
<u>Swimming Pool</u>						
Office Staff	2	Seasonal	12.50	15.50	6,000	7,440
Concession Manager	1	Seasonal	20.50	23.00	9,840	11,040
Concession Worker	5	Seasonal	11.00	14.00	5,280	6,720
Lifeguard 1, (0-1 Years Experience)	As Needed	Seasonal	12.50	15.00	6,000	7,200
Lifeguard 2, (2-3 Years Experience)	As Needed	Seasonal	15.50	17.50	7,440	8,400
Lifeguard 3, 4+ Year Experience)	As Needed	Seasonal	18.00	21.00	8,640	10,080
<u>Mayor/Administration</u>						
Administration Assistant	2	Part-Time	15.50	22.75	32,240	47,320

** Annual Compensation is presented for information only and is calculated based on 2080 hours for full-time employees, 1040 hours for part-time employees and 480 hours for seasonal employees.

Section 3. The salaried positions and related pay ranges shall be as follows:

Position	Authorized Number	Status	Annual Compensation *	
			Low	High
Pool Manager	1	Seasonal	13,000	16,000
Fiscal Officer	1	Part-Time	48,000	60,000
Assistant Fiscal Officer/ Police Clerk/Clerk of Court	1	Full-Time	64,000	90,500
Villager Planner	1	Part-Time	31,000	43,500

* Part Time estimated hours are 1040, Seasonal Estimate hours are 480

Annual Compensation is presented for information only and is calculated based on 2080 hours for full-time employees and 1040 hours for part-time employees. Part-time salaried employees are assumed to work at least 20 hours per week unless otherwise state.

Section 4. The Mayor has the authority to offer a candidate a pay rate for an existing position within the applicable range based upon Village finances, an employee's level of education, certification/licensure, knowledge, skills and abilities, variety and scope of responsibilities, physical and mental demands and other attributes the Mayor considers necessary for the position.

Section 5. Compensation changes for a job title or position changes are available based on performance and attendance, at the discretion of the Mayor and must stay within the hourly rates and/or annual compensation as outlined in this ordinance.

ORDINANCE 2025-19

Item # 16.

(Continued)

- Section 6.** In the absence of the Chief of Police, the Lieutenant may serve as the Acting Chief. In the absence of the Lieutenant, the ranking Sergeant may serve as the Acting Lieutenant. Acting officers shall be filled only by successive ranks. An officer assigned the responsibilities of Acting Chief or Acting Lieutenant must carry out the duties of the position or rank above that which he/she holds. Acting Chief or Acting Lieutenant shall receive an additional three and a half percent over their current rate. Absence is defined as incapacitated or unavailable or unable, as determined by the Chief, or in the case of the Chief, the Mayor, to respond to critical incidents or otherwise make decisions on behalf of the Police department.
- Section 7.** The rates presented in this Ordinance shall be effective with the pay period beginning December 28, 2025, to be paid on January 16, 2026.
- Section 8.** Council may, at its discretion annually, authorize a bonus payable with the first pay in December each year.
- Section 9.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and 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 of the laws of the State of Ohio.
- Section 10.** All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

First Reading: October 23, 2025
Second Reading November 13, 2025
Third Reading November 20, 2025
Passed: November 20, 2025

Tiffany Southard, Mayor

ATTEST

APPROVED AS TO FORM

Jeffrey Wilcheck, Fiscal Officer

Jesse Shamp, Solicitor

**AN ORDINANCE ESTABLISHING HEALTH CARE BENEFITS FOR EMPLOYEES AND
THE MAYOR AND AUTHORIZING THE MAYOR AND FISCAL OFFICER
TO ENTER INTO CONTRACTS FOR MAJOR MEDICAL AND OTHER
INSURANCES FOR VILLAGE EMPLOYEES**

WHEREAS, the Village of Minerva Park (“Village”) is committed to providing a fringe benefit package to its’ employees and Mayor; and,

WHEREAS, the fringe benefit package shall include life and accidental death and dismemberment, dental, vision, short-term disability, and major medical insurance; and,

WHEREAS, other fringe benefits may be made available to all employees, which cost shall be paid by payroll deduction from the employee; and,

WHEREAS, rates for January 1, 2026, renewal of policies were recently received and include a up to a seven-percent increase for major medical and up to 10 percent each for dental, vision, and life and short-term disability.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA
PARK, OHIO, THAT:**

- Section 1.** Employees of the Village shall be eligible for life and accidental death and dismemberment, dental, vision, short term disability, and major medical insurance coverage as provided by the Village from time to time upon such terms, conditions and requirements as defined herein. All insurance plans shall begin coverage the first of the month following the start of employment and shall continue through the end of the month of separation. Major medical may, with the approval of the mayor, start on the first day of employment if extenuating circumstances exist.
- Section 2.** Employees whose spouse has health care benefits available from their employer shall take the coverage available. Employees, who are eligible for family coverage and have a spouse also employed by the Village and eligible for family coverage, may only elect coverage under one of the spouse’s family coverage options. Said spouses may not hold two separate, single coverage plans.
- Section 3.** The major medical insurance program shall be provided through a high deductible health care plan, which deductibles shall be within the limits set by the Internal Revenue Service as adjusted annually for individual and family plans.
- Section 4.** The Village provides an Employee Salary Redirection Plan commonly referred to as a Section 125 Plan allowing employees to use pre-tax dollars to contribute to their Health Savings Account (HSA) and purchase other eligible insurance plans.
- Section 5.** The Village will contribute to an HSA to assist with the deductibles under the various insurance plans. The annual contribution to an employee’s HSA is as follows:

		<u>Single</u>	<u>Family</u>
Village Contributions	Full-Time Employees	\$2,500	\$4,800
Village Contributions	Part-Time Employees	1,250	

ORDINANCE 2025-20

Item # 17.

(Continued)

Section 6. The Village's HSA contribution shall be deposited within five (5) business days of dates after the start of a new year and on the dates identified below and, in the amounts, listed below:

Payments Due	Full-Time Employees			Part-Time Employees
	Percentage of Contribution	Single	Family	Single
January 1	50%	\$1,250	\$2,400	\$625
April 1	30%	750	1,440	375
Prior to June 30	20%	500	960	250

Section 7. The Mayor, upon a written request identifying a significant hardship, may waive all or part of the timing of the employer deposit of the HSA contribution made by the Village.

Section 8. For employees hired after March 31, the HSA contributions shall be pro-rated based upon the number of full months employed by the Village in their initial year.

The Village recognizes that under Internal Revenue Service regulations, eligible expenses of an HSA account are not limited to the major medical deductibles under the Village's major medical plan. The employee is solely responsible for the HSA and how funds are used.

Section 9. Full-time employees who elect to waive any of the Village health insurance must provide proof of coverage from the alternate provider within 30 days of employment or qualifying event. Full-time employees eligible to waive health care coverage shall be compensated \$3,000, per year, payable bi-weekly with the payroll. Eligible means covered under another group policy and not a policy under the Affordable Care Act or its related exchanges.

Section 10. Full-time employees will be required to contribute and pay \$45 per month for single and \$60 for family coverage towards the medical insurance.

Part-time hourly employees who regularly work 20 or more hours per week or part-time salaried positions are eligible for major medical insurance and will be required to contribute and pay 50 percent of the premium amount per month.

Section 11. Part time employees will be eligible for major medical coverage as described above after 90 days of employment; employees must average at least 20 hours per week. The lookback period is a moving year average.

Section 12. The Mayor and Fiscal Officer are authorized to enter into contracts for major medical insurance with Anthem Blue Cross Blue Sheild, The Standard for life and short term disability, Delta Dental or Anthem Blue Cross Blue Sheild for dental, and Vision Service Plan for vision.

Section 13. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and 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 of the laws of the State of Ohio.

ORDINANCE 2025-20

Item # 17.

(Continued)

Section 14. All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

Tiffany Southard, Mayor

First Reading: October 23, 2025
Second Reading: November 13, 2025
Third Reading: December 20, 2025
Passed: November 20, 2025

ATTEST APPROVED AS TO FORM

Jeffrey Wilcheck, Fiscal Officer

Jesse Shamp, Solicitor

ORDINANCE 2025-22

AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE CURRENT EXPENDITURES OF THE VILLAGE OF MINERVA PARK FOR THE YEAR 2026

WHEREAS, it is necessary to provide the current expenditures of the Village for the year ending December 31, 2026; and

WHEREAS, the appropriations herein are to be effective from January 1, 2026 through December 31, 2026.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY, OHIO THAT:

- Section 1.** The Annual Appropriations of all funds for the expenditures of the Village for the year ending December 31, 2026, which appropriations are attached hereto as Exhibit A and incorporated herein by reference, are hereby approved.
- Section 2.** The Fiscal Officer is hereby authorized to draw warrants/checks or effect electronic funds transfers on the Village Treasury for payment from any of the foregoing appropriations upon receiving proper certificates and invoices therefore, approved by the department head, fiscal officer, mayor, or an ordinance or resolution of the Council to make the expenditures. Warrants shall be drawn or electronic funds transfers effected for the payment of salaries or wages to persons employed by the Village and in accordance with law or ordinance.
- Section 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and 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 of the laws of the State of Ohio.
- Section 4.** The Fiscal Officer shall certify this ordinance to the Franklin County Budget Commission.
- Section 5.** This ordinance shall take effect at the earliest period allowed by law.

First Reading: November 13, 2025
 Second Reading: November 20, 2025
 Third Reading: December 11, 2025
 Passed: December 11, 2015

 Tiffany Southard, Mayor

ATTEST

APPROVED AS TO FORM

 Jeffrey Wilcheck, Fiscal Officer

 Jesse Shamp, Solicitor

Village of Minerva Park, Ohio

2026 Annual Appropriations

<u>General Fund</u>	
<u>Security of Persons and Property</u>	
<u>Police Department (110)</u>	
Personal Services	\$974,100
Other Expenditures	569,400
Capital Outlay	68,000
Total Police Department	1,611,500
<u>Fire Fighting, Prevention, and Inspection (120)</u>	
Other Expenditures	282,600
<u>Street Lighting (130)</u>	
Other Expenditures	6,500
<u>Civil Defense - Siren (140)</u>	
Other Expenditures	3,500
Total Security of Persons and Property	1,904,100
<u>Public Health and Welfare</u>	
<u>County Health District (210)</u>	
Other Expenditures	16,000
<u>Other Assistance to Needy (230)</u>	
Other Expenditures	1,000
<u>Other Public Health Services (290)</u>	
Other Expenditures	6,000
Total Public Health and Welfare	23,000
<u>Leisure Time Activities</u>	
<u>Provide and Maintain Parks (320)</u>	
Personal Services	29,600
Other Expenditures	45,700
Total Provide and Maintain Parks	75,300
<u>Swimming Pool (340)</u>	
Personal Services	73,900
Other Expenditures	72,700
Capital Outlay	7,000
Total Swimming Pool	153,600
<u>Concessions (350)</u>	
Personal Services	5,400
Other Expenditures	12,600
Total Concessions	18,000
<u>Other Leisure Time Activities</u>	
Other Expenditures	5,000
Total Leisure Time Activities	251,900

Village of Minerva Park, Ohio

2026 Annual Appropriations

<u>Community Environment</u>	
<u>Community Planning and Zoning (410)</u>	
Personal Services	\$37,300
Other Expenditures	27,600
Total Community Planning and Zoning	64,900
<u>Other Community Environment (490)</u>	
Other Expenditures	79,000
Total Community Environment	143,900
 <u>Transportation</u>	
Other Expenditures	1,500
 <u>General Government</u>	
<u>Mayor's Office (710)</u>	
Personal Services	99,700
Other Expenditures	59,300
Total Mayor's Office	159,000
<u>Legislative (715)</u>	
Personal Services	22,800
Other Expenditures	38,200
Total Legislative	61,000
<u>Mayor's Court (720)</u>	
Personal Services	45,400
Other Expenditures	67,300
Total Mayor's Court	112,700
<u>Fiscal Officer/Finance (725)</u>	
Personal Services	107,100
Other Expenditures	78,700
Total Fiscal Officer/Finance	185,800
<u>Lands and Buildings (730)</u>	
Personal Services	34,100
Other Expenditures	112,000
Total Lands and Buildings	146,100
<u>Property Tax Collection Fees (740)</u>	
Other Expenditures	13,500
<u>Auditor of State Fees (745)</u>	
Other Expenditures	15,000
<u>Village Solicitor (750)</u>	
Other Expenditures	99,000
<u>Income Tax Administration (755)</u>	
Other Expenditures	80,000
<u>Other General Government (790)</u>	
Other Expenditures	84,500
Total General Government	956,600

Village of Minerva Park, Ohio

2026 Annual Appropriations

Capital Outlay (800)

Capital Outlay	\$7,500
----------------	---------

Other Financing Uses

Transfers - Out	600,000
-----------------	---------

Total General Fund	3,888,500
---------------------------	------------------

Special Revenue Funds

Street Construction Maintenance and Repair Fund (2011)

Transportation

Street Maintenance and Repair (620)

Other Expenditures	42,000
--------------------	--------

Street Cleaning, Snow and Ice Removal (630)

Other Expenditures	20,000
--------------------	--------

Capital Outlay	130,000
----------------	---------

Debt Service	17,600
--------------	--------

Street Construction Maintenance and Repair Fund	209,600
---	---------

DUI Education Fund (2081)

Security of Persons and Property

Police Department (110)

Other Expenditures	2,800
--------------------	-------

Law Enforcement Trust (2091)

Security of Persons and Property

Police Department (110)

Other Expenditures	2,400
--------------------	-------

Police CPT Reimbursement (2271)

Police Department (110)

Personal Services	18,000
-------------------	--------

Other Expenditures	2,000
--------------------	-------

Total Police CPT Reimbursement	20,000
--------------------------------	--------

MP TIF Tax Equivalent Fund (2901)

General Government

Property Tax Collection Fees (740)

Other Expenditures	170,000
--------------------	---------

Debt Service

Debt Service	490,100
--------------	---------

Other Financing Uses

Advances - Out	65,000
----------------	--------

Total MP TIF Tax Equivalent Fund	725,100
----------------------------------	---------

Village of Minerva Park, Ohio

2026 Annual Appropriations

<u>Mayor's Court Computer Fund "B" (2902)</u>	
<u>General Government</u>	
<u>Mayor's Court (720)</u>	
Other Expenditures	\$5,000
<u>Mary Yost Plant Fund (2904)</u>	
<u>Community Environment</u>	
<u>Other Community Environment (490)</u>	
Other Expenditures	10,000
<u>Storm Sewer Maintenance Fund (2907)</u>	
<u>Basic Utility Services</u>	
<u>Other Storm Sewer s and Drains (549)</u>	
Other Expenditures	76,000
<u>Mayor's Court Computer Fund "A" (2908)</u>	
<u>General Government</u>	
<u>Mayor's Court (720)</u>	
Other Expenditures	4,500
<u>Waterline Maintenance Fund (2909)</u>	
<u>Basic Utility Services</u>	
<u>Other Water (539)</u>	
Other Expenditures	90,000
<u>Capital Outlay</u>	
Capital Outlay	150,000
Total Waterline Maintenance Fund (2909)	240,000
<u>Sewer Maintenance Fund (2910)</u>	
<u>Basic Utility Services</u>	
<u>Other Sanitary Sewers and Sewage (549)</u>	
Other Expenditures	85,000
<u>Capital Outlay</u>	
Capital Outlay	50,000
Total Sewer Maintenance Fund	135,000
<u>PEP Safety Grant (2914)</u>	
<u>Capital Outlay</u>	
<u>Capital Outlay</u>	
Capital Outlay	4,000
Total Special Revenue Funds	1,429,900

Village of Minerva Park, Ohio

2026 Annual Appropriations

<u>DEBT SERVICE FUNDS</u>	
<u>Sewer Phase II Debt Service Fund (3901)</u>	
<u>Debt Service</u>	
Debt Service	\$14,500
<u>Sewer Phase III Debt Service Fund (3902)</u>	
<u>Debt Service</u>	
Debt Service	10,100
Total Debt Service Funds	24,600
<u>CAPITAL PROJECTS FUNDS</u>	
<u>MP TIF Contruction Fund (4105)</u>	
Capital Outlay	
Capital Outlay	725,000
<u>Pool Improvement (4901)</u>	
Capital Outlay	
Capital Outlay	750,000
<u>Storm Sewer Improvement Fund (4902)</u>	
Capital Outlay	
Capital Outlay	250,000
<u>Street Improvement (4903)</u>	
Capital Outlay	
Capital Outlay	200,000
<u>Equipment Replacement Fund</u>	
Capital Outlay	
Capital Outlay	35,000
Total Capital Projects Funds	1,760,000
Total All Funds	\$7,103,000

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO VARIOUS RECURRING CONTRACTS NECESSARY FOR THE
CONTINUOUS OPERATION OF THE VILLAGE**

WHEREAS, the Village of Minerva Park annually enters into numerous contracts with various providers for services necessary for the continuous operations of the Village; and,

WHEREAS, the Village desires to enter contracts with the same agencies for continuing services;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY OHIO, THAT:

Section 1. The Mayor and the Fiscal Officer are hereby authorized to enter into contracts for 2026, in a form acceptable to the Village Solicitor with the vendors listed below:

Contractor/Vendor	Services
CH2M Hill/Jacobs Engineering	Village Engineer
Eric Nordman	Magistrate
Jwayyed Jwayyed Law, LLC	Legal Services-Prosecutor
Franklin County Public Defenders	Public Defender
Franklin County Public Health	Plumbing Inspections
Stat Integrated Technologies, Inc (Aqua Doc)	Lake Maintenance
Public Entities Pool	Property/Liability Insurance
Franklin County DUI Task Force	Target Law Enforcement
KGT	IT Services
Frost, Brown Todd	Solicitor Services
Janitorial Services	Cleaning Services
Franklin County Health Department	Mosquito Spraying
Paycor	Payroll
Zoning Guru	Code Enforcement
Amick Consulting	Grant Writing
Resource International	Streets/Surveys
Municode/CivicPlus	website/codification
MailChimp	Email service
Ohio Municipal League	Membership
SquareUp	Payment Collection
Clemand Nelson	HR Consultants
Groundmaster Landscaping	Landscape, hardscape and tree services
Visu-Sewer	Sewer CCTV Servies
Jotform	Permit forms
Textedly	Mass Communications

RESOLUTION 2025-25

Item # 19.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and 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 of the laws of the State of Ohio.

First Reading: October 23, 2025
Second Reading: November 13, 2025
Third Reading: November 20, 2025
Passed: November 20, 2025

Tiffany Southard, Mayor

ATTESTS

APPROVED AS TO FORM

Jeffrey Wilcheck, Fiscal Officer

Jesse Shamp, Solicitor

**A RESOLUTION ADOPTING THE RULES OF COUNCIL FOR THE
COUNCIL OF THE VILLAGE OF MINERVA PARK FOR 2026**

WHEREAS, the Council of Minerva Park meets to consider matters of the Village; and

WHEREAS, it is necessary for the Council of Minerva Park to adopt the Rules of Council each year to help govern the proceedings of Council;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY OHIO THAT:

- Section 1.** The Council of Village of Minerva Park hereby adopts the rules to govern the meetings and proceedings of the Council of the Village of Minerva Park for the calendar year 2026.
- Section 2.** The Rules of Council 2026 for the Village of Minerva Park, attached as Exhibit A, are made a part hereof as if fully rewritten herein.
- Section 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and 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 of the laws of the State of Ohio.
- Section 4.** All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

First Reading: October 23, 2025
Second Reading: November 13, 2025
Third Reading: November 20, 2025
Passed: November 20, 2025

Tiffany Southard, Mayor

ATTEST

APPROVED AS TO FORM

Jeffrey Wilcheck, Fiscal Officer

Jesse Shamp, Solicitor

RES 2024-35 EX. A

Revised 11/2024

Rules of Council
Rules of Conduct 2024

Village of Minerva Park
Minerva Park, Ohio

**2829 Minerva Lake Road
Columbus, Ohio 43231
614-882-5743**

Contents	Filling Vacancies on Council.....	4
	Process for Voting on Candidates to Fill Vacancy(s).....	4
	Excusal from Attendance at Regular Council Meetings and Absence without Valid Excuse	5
	Repeated Absence from Attendance	5
	Excusal During Meeting.....	6
	Regular Meetings.....	6
	Limitation of Debate	8
	Voting.....	8
	Division of a question or motion.....	9
	Demand for Roll Call.....	9
	Order of Business	9
	Citizen Interaction During Council Meetings.....	10
	Motions.....	11
	Order of Precedence	11
	Motion to Adjourn	11
	Motion to Lay on the Table	11
	Previous Questions or Motion.....	11
	Motion to Postpone to a Certain Time.....	11
	Motion to Refer.....	12
	Motion to Amend.....	12
	Motion to Postpone Indefinitely	12
	Motion to Suspend Rules and Votes Required	12
	Motion to Reconsider	13
	Ordinances and Resolutions	13
	Executive Session - Explanation and Rules of Engagement.....	13
	An Executive Session can be held for the sole purpose of the consideration of any of the following matters.....	14
	Committees-Appointment of Standing Committees.....	14

Committee Meeting Notification and Posting.....15

Sub-Committee Rules and Responsibilities..... 16

EXHIBIT A..... 17

VILLAGE OF MINERVA PARK

Rules of Council

Filling Vacancies on Council

When a vacancy arises on council either through a council member vacating an unexpired term or because no one ran to fill a 4-year term, there will be a call for citizens to indicate their interest in filling the unexpired or vacant term. Such a call will be made through announcements in the Village Email Update, the Village Newsletter, communications from council members/others knowing of the vacancy, and announcements placed at appropriate places in the village including—posting on Facebook, Instagram, and posting on the Village Website. Such announcements will include the date by which citizens should indicate their interest.

The deadline for council to fill the vacancy is thirty days from the date the resignation becomes effective, either by an acceptance vote of council or by the future effective date provided by the resignation letter. If the vacancy arises because no one ran to fill a 4-year term, the vacancy is effective on January 1st of the beginning of the unfilled term. If council is unable to select a replacement 30 days from the date the vacancy became effective, the mayor may fill it by appointment.

To indicate interest, a citizen must submit a resume and letter of intent to the mayor or any of the council members. Once the mayor or council member receives the resume and letter, he/she will immediately see that all members of council receive copies. If no regular meeting is scheduled, a special meeting will be scheduled as soon as possible after the deadline in order for the interested citizens to appear in person before the mayor and council to both ask and answer questions.

Every effort should be made to have all council members present to interview and select a new member. At least four members of council must be present in order to call a regular or special meeting to interview, select and vote to fill a vacancy. Filling the vacancy will be the first order of business on the agenda.

Process for Voting on Candidates to Fill Vacancy(s):

- 1. In the event of one or two vacancies on the Village Council, the following procedure shall be followed:**
 - a. A motion and a second shall be taken and a subsequent vote shall be made to fill one vacancy at a time.**
 - b. Once the first vacancy is filled, the second vacancy shall be filled through the same procedure.**
 - c. At least four members of Council must be present during such votes and at least 3 votes must be cast in favor of any nominated candidate in order for the candidate to fill the vacancy.**

2. **In the event of three vacancies on Village Council, a meeting may be called with all remaining members of the Village Council for the sole purpose of nominating and appointing new members.**
3. **In the event of four or more vacancies, the Mayor shall appoint a council member and administer the oath of office until there are at least 3 members of Council such that the above noted procedures can be followed.**

Unless otherwise decided by the mayor and council, the person filling the vacancy will serve on all the committees as the person being replaced until the end of the year. However, if the person being replaced was chair of the committee, the mayor and council may appoint one of the existing committee members to serve as chair for the remainder of the year.

Excusal from Attendance at Regular Council Meetings and Absence without Valid Excuse

A council member shall be excused from attendance at a regular or special meeting of council upon notification to the mayor prior to such meeting. If the council member does not notify the mayor of the anticipated absence and asks to be excused, the absence shall be noted as an absence without a valid excuse. Pursuant to Ohio Revised Code Section 705.13, unless waived by two thirds vote of all members, each unexcused absence from a regular meeting will result in a salary reduction equaling two percent of the annual salary. The vote will be taken immediately after Roll Call is completed.

Repeated Absence from Attendance

Council may declare a councilperson's seat vacant for absence when such absence has been continuous for two months. Said hearing for said expulsion shall be held pursuant to Ohio Revised Code Section 731.45 and pursuant to other Ohio Revised Code provisions pertaining to the conduct of council meetings.

Jason Camara
2024-02-21 12:42:00

Made this change after our discussion during the 2/8 meeting

Excusal During Meeting

No member shall be excused while council is in session except upon permission of the chair.

Meetings

Regular Meetings

Regular meetings of council shall be held at the Community Building at 7:00 p.m. on the second and fourth (when possible) Thursday of each month (January through December). See last page: Annual calendar. Council may, by majority vote, change the day and hour of holding any regular meetings with proper notification, or adjourn the same to a day and hour determined by a like vote of the members present if constituting a quorum.

Special Meetings

Council shall hold special meetings as may be found necessary to discuss specific issues. Such meetings will be posted by the Village Staff upon the written or verbal request of the mayor or upon the written or verbal request of three council members. Requests made by email sent to all council members and the Fiscal Officer are considered valid written requests for special meetings.

Work/Study Sessions

Regular Work/Study Sessions of Council shall be held at the Community Building at 7:00 pm on the Thursday before the first council meeting of each month (January through December). Additional Work Sessions may also be scheduled as needed, as determined by the mayor and council, including before or after regular or special sessions of the council. Meetings are held at the Community Building or other public place within the corporate limits of the Village of Minerva Park

All council members should be notified of work/study sessions by email or phone at least 24 hours in advance. All meetings shall be open to the general public and notification shall be made in accordance with the section "Postings of Regular, Special, and Work/Study Session Meetings" of these rules and in compliance with the Ohio Revised Code.

There shall be no discussion or participation in deliberations of council by the public in its work/ study sessions. However, specific residents or other individuals may be deliberately invited to participate in a work/study session when the topic of the work/study session directly relates to that citizen or individual. No resolution, regulation, rule, ordinance, or formal action of any kind shall be adopted at a work/study session.

Occasionally, Council may schedule an informal meeting where residents are invited to talk on any topic related to the Village.

Postings of Regular, Special, and Work/Study Session Meetings

Council and Committee meeting and Work Session announcements must be placed in the following locations at least 24 hours before the scheduled meeting. The ORC calls for 5 different places. Currently, the Administration places them as follows:

1. On the electronic sign in front of 2829 Minerva Lake Rd.
2. On the sandwich board in front of the Municipal Building
3. Message board near the pond on Black Sycamore
4. Message board near the intersection of Briar Rose and Lakewood
5. In or on the board at the playground area on Maplewood Road
6. On the village website
7. In or on the board at the pool (from Memorial Day through Labor Day only)
8. In addition: The Columbus Dispatch can also be notified by emailing legaladvertising@dispatch.com or calling 614-461-8759.

Should the Fiscal Officer be unavailable, the Mayor's Administrative Assistant, the President of Council or any council member can also post the announcements.

Notification to Members and Topics at Special Meeting

Any such vote or request for the calling of a special meeting shall state the subject or subjects to be considered at the special meeting. Twenty-four (24) hours' notice of such special meeting, if called by the mayor or by three members of council, shall be given to each member of council and to the mayor by email or phone. Council members are encouraged to state their preferred means of notification to the Mayor and Fiscal Officer. It should be noted that Ohio Revised Code 731.46 states that notice if given "upon at least twelve hours' notice to each member, served personally or left at his usual place of residence". It is our intention to give 24 hours' notice to allow all council members time to prepare for the meeting.

Calling the Meeting to Order, Roll Call, Quorum

The mayor, or in his/her absence, the president pro tempore of council, shall take the chair at the hour appointed for council to meet, and immediately shall call the council to order. The roll shall then be called by the mayor or the president of council in the absence of the mayor, who shall enter in the minutes of each meeting the names of members present thereat. A quorum must be present to hold the meeting. A quorum is defined as the majority of all members of council. Minerva Park has six council seats; a quorum is four or more members. In the absence of a quorum at the time appointed for a meeting, the members present may, by a majority vote of those present, take a recess or recesses and procure the attendance of an absent member. If a quorum cannot be formed, the meeting shall not be held. However, a special meeting to be held in the future could then be called according to the council rule concerning special meetings above.

Temporary Chair

In case of the absence of the mayor and the president pro tempore of council, a designee of the mayor shall call the meeting to order. The designee shall call the roll, and if a quorum is found to be present, the council shall proceed to elect by a majority vote a temporary chairperson of the meeting until the appearance of the mayor or president pro tempore of council.

Appeals from Decisions of the Chair

The mayor or president pro tempore of council shall preserve decorum and decide all questions of order, subject to appeal to council. If any member transgresses the rules of council, the chair shall, or any member may, call him/her to order and in the latter instance the chair shall render a decision as to the point of order. In case of an appeal from a ruling of the chair, the question shall be "Shall the decision of the chair stand as the decision of council?" The chair shall be sustained unless overruled by a majority vote of the members of council present.

Chairs Power to Vote

The mayor shall have no vote except in the event of a tie vote of members of council present, in which case the mayor shall have the power to vote and his/her vote shall have the same legal effect as a vote of a member of council. However, any member of council who is serving as chairman shall have the same power to vote as other members.

Rules of Conduct During Council Meetings

Members of council agree to abide by the Rules of Conduct as described in Resolution 2018-28. Council Members mutually agree to self-monitoring of their conduct.

Limitation of Debate

Each member of council shall confine him/herself to a maximum of ten (10) minutes of time on a single topic.

Voting

When a question or motion is put forth for a vote, all members shall vote on same. While abstentions are discouraged, an abstention is often appropriate if the council member is not adequately informed as to the issue being decided upon or has a conflict of interest. If a council member knows he/she should abstain because there is a conflict of interest, he/she should state that there is a conflict of interest before discussion begins. The council member then leaves the room during discussion and voting.

Division of a question or motion

On demand of any member, a question or motion under consideration which covers two or more points shall be divided where the question or motion admits of such division.

Demand for Roll Call

Any member may demand a roll call vote upon any question or motion before council at any time before the decision of said question or motion is announced by the chair.

Order of Business

Order of Business for the first regular meeting of the month shall include:

Call to Order

Roll Call and vote on compensation of absent members (for unexcused absence)

Pledge of Allegiance

Minutes of previous meetings

Village Official Reports-Preferred Order

Police Department

Fiscal Officer

Engineer

Law Director

Village Planner

Zoning Officer

Planning & Zoning

MPCA

Council Committee Reports-Preferred Order

Services

Recreation & Parks

Finance

Streets

Safety

Legislation

Mayors Report

Invited Guests

Citizen Comments

Legislation

Old Business

New Business

Adjourn

*The specific order of these reports can be modified as needed

The Order of Business for the second regular meeting of the month will include, but not be limited to:

- Roll Call and vote on Compensation of absent members
- Pledge of Allegiance
- Invited Guests
- Citizen Comments
- Legislation
- Old Business
- New Business
- Adjournment

Citizen Interaction During Council Meetings

Council meetings are public business meetings of the Minerva Park Council. As such, all citizen comments must be orderly, civil, and courteous and pertain to current issues and topics of business before council.

Citizens may comment (see Agenda) Immediately Before Legislation is Read.

Citizens will come to the podium, one at a time, stating their name and address clearly. Each citizen has a maximum time allocation of 3 minutes, while the totality of all Citizens Comments portion of the meeting shall not exceed 30 minutes. of the mayor or presiding chair, there can be discussion surrounding the topic. However, realizing that the council meeting is an orderly business meeting, the discussion should always directly pertain to the business at hand.

The Mayor or President of Council may recognize any nonmember of council for the purpose of asking a brief question that clarifies for the citizen the topic before council.

Any group of four or more, or a delegation of four or more, wishing to appear before council should direct a letter to the Fiscal Officer and a copy to the mayor in such time that it will be received no later than 72 hours before a regular council meeting or no later than 24 hours before a special council meeting. At that time, council members shall also be notified by the Mayor or Fiscal Officer. This rule is not intended for an individual, or groups of two or three individuals, but larger groups that wish to address an issue at a council meeting. The purpose of this is to give council ample time to research and consider the problem to be presented and discussed at the next meeting. Such a group shall choose a spokesperson to initially present the issue to council, and then other members of the group may be recognized to give comments directly related to the issue when the group has been recognized to speak on the committee topic.

At all times, speakers must be civil and courteous and address topics and issues before Council. For a further definition of civil and courteous, please see Rules of Conduct. (Exhibit A)

In the event residents become unruly, a five-minute recess may be declared by the mayor or the council pro tem. Residents may be escorted outside and be brought back into the council chambers one at a time to present their comments.

Motions

Once a motion is made and seconded, it is open for debate. Any member may request that the motion be restated or be reduced to writing. A motion may be withdrawn by the mover with consent of the person who seconded the motion. Unless otherwise required by law, a motion shall be deemed passed if it receives the affirmative vote of a majority (or other required number when mandated by law) of the members who voted including the chair if entitled to vote thereof.

Order of Precedence

When a question of motion is before council, no motion shall be entertained except the following subsidiary motions:

- a) To adjourn
- b) To lay on the table
- c) The previous question or motion
- d) To postpone to a time certain
- e) To refer
- f) To amend
- g) To postpone indefinitely

Said motions shall have precedence in the foregoing order.

Motion to Adjourn

Motion to adjourn shall be in order at any time, except as follows:

- a) When repeated without intervening business or discussion
- b) When made while another member is speaking
- c) When the previous question or motion has been ordered
- d) While a vote is being taken

A motion to adjourn is not debatable except as to time to which the meeting is adjourned.

Motion to Lay on the Table

A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion prevails, the consideration of the subject may be resumed only upon motion of a member voting with the majority and with the consent of the majority of the members present.

Previous Questions or Motion

The previous question or motion shall be stated in these words: "Shall debate now close?" The motion shall pass if two-thirds (2/3rds) of the members present shall favor it. If the said motion is ordered, there shall be no further amendment of debate, but the question or motion shall be put immediately.

Motion to Postpone to a Certain Time

Motions to postpone may be amended to time, excepting a motion to postpone indefinitely. If a motion to postpone indefinitely is carried, the principal question or motion shall be declared lost.

Motion to Refer

When discussion on a motion is demanding a considerable amount of meeting time, it is permissible to move to refer the discussion to a committee or work session so that discussion can take place in a more informal setting and with plenty of time to work on details.

Motion to Amend

A motion to amend shall be susceptible but of one amendment. An amendment may not be moved again in the same form.

Jason Camara rejected
2024-02-05 23:15:00

Motion to Postpone Indefinitely

If a motion to postpone indefinitely is carried, the principal question or motion shall be declared lost.

What? This does not make sense

Motion to Suspend Rules and Votes Required

A motion to pass legislation requires a vote of at least a majority of all the members of council. Minerva Park Village council has six members on council; four affirmative votes are needed to pass a piece of legislation.

A motion to pass legislation as emergency legislation requires two-thirds (2/3) vote of the members of council. Minerva Park Village council has six members on council; four votes are needed to pass legislation as emergency legislation.

A motion to suspend the rule which requires that each ordinance or resolution shall be read on three different days must receive by roll call vote the affirmative vote of three-fourths of the members of council. Minerva Park Village council has six members on council; three fourths of council shall be deemed to be five members supporting the motion to suspend the rule. Upon the passage of such motion, the main question or motion shall be open to debate.

A majority of members of council present without debate may vote to suspend all other rules not inconsistent with Ohio Revised Code.

Motion to Reconsider

A motion to reconsider a proposal that has been acted upon favorably must be made before adjournment of the session of council at which the vote was taken. A motion to reconsider any other action taken by council may be made not later than the next regular meeting after the vote of council thereon. In either case, only a member who voted with the prevailing side may make such motion. The concurrence of a majority of the members present shall be sufficient for reconsideration of a vote. If a motion to reconsider is lost, it shall not be entertained again in the calendar year in which it was initially presented.

Ordinances and Resolutions

Each ordinance and resolution shall be read by title only, provided the council may require any reading to be in full by a majority vote of its members. Each ordinance or resolution shall be read on three different days, provided the council may dispense with this rule by a vote of at least three fourths of its members. See Motion to Suspend Rules.

Ordinances, resolutions, and motions not receiving a second to be passed shall be deemed to have been defeated and will be declared lost.

From time to time, council makes corrections to ordinances or resolutions as they are presented to council. If these corrections are simply typographical or to clarify a matter, which might appear ambiguous to some by reading the same, it may be corrected after it is passed. However, if the change is substantive in nature as to what is being legislated, that piece of legislation should be withdrawn, and new legislation presented which accurately states the purpose and intent of the legislation. In all cases, the public and the citizens must have time to review and analyze said substantial corrections or changes to legislation.

Executive Session - Explanation and Rules of Engagement

In line with the current Ohio Sunshine Laws, all council meetings, special meetings, work sessions, and all meetings of any committee are declared to be public meetings open to the public at all times. There are limited exemptions in the case when deliberations and discussions should not be heard and observed by the public. In those limited cases, council can go into executive session as specified in the Ohio Revised Code section 121.22 (G).

Council may hold executive sessions at regular and special meetings only after a majority of a quorum of council determines, by a roll call vote, to hold an executive session. Except as otherwise provided by law, council shall NOT hold an executive session for the discipline of an elected official for conduct related to the performance of the elected official's official duties or for the elected official's removal from office.

If council holds an executive session, the motion and vote to hold that executive session shall state which one or more of the approved purposes for which the executive session is to be held but need not include the name of any person to be considered at the meeting. Because the discussion in executive session is confidential given the nature of the matters

listed above, there will be no notes or minutes of the discussion of the executive session and all those present at the executive session are to keep the matters discussed confidential.

An Executive Session can be held for the sole purpose of the consideration of any of the following matters:

- 1) Personnel matters: To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing.
- 2) Purchase or Sale of Property: To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest. (more details - see ORC)
- 3) Confidential Attorney Conferences: Concerning disputes involving the council that is the subject of pending or imminent court action;
- 4) Employment Conditions: Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment;
- 5) Confidential Matters Defined by Law: Required to be kept confidential by federal law or regulations or state statutes;
- 6) Security Details: Details relative to the security arrangements and emergency response protocols for council or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the council or public office;

Committees-Appointment of Standing Committees

Each member of Village Council shall be appointed as the designated representative for one of the following areas:

- Recreation & Parks;
- Finance;
- Legislation;
- Safety;
- Streets;
- Services

In lieu of standing committees, the Village Council shall meet before each Village Council

meeting as a Committee as a Whole (CAW). Each designated representative for the aforementioned areas shall provide a report to the CAW as necessary for discussion or for information purpose.

The formation of a CAW does not preclude Village Council or the Mayor from appointing additional ad hoc committees as necessary through a majority vote. Any ad hoc committees shall consist of 3 members of Village Council.

Each designated representative shall be responsible for the information set forth below:

- Recreation & Parks: The recreation and parks committee shall make recommendations to council for the care and maintenance of the Village grounds and facilities including the pool, lakes/ponds, playground, basketball court, shelters and reserves. This is accomplished with support from the Village Administration.
- Finance: To provide financial oversight, make recommendations and regular reports to council. This is accomplished with support of the Fiscal Officer and the Mayor.
- Legislation: To provide oversight, make recommendations, assist in drafting and review of ordinances and resolutions. This is accomplished with the support of Village Administration including the Mayor, Fiscal Officer, and Solicitor.
- Safety: To provide oversight to the Police, Fire and EMS services of the village. This is accomplished through regular meetings with the department heads, Mayor, and Fiscal Officer. To work with Code Enforcement specifically to review and clarify code ordinances. This is accomplished with support from the Village Administration and code enforcement officer.
- Streets: To provide oversight regarding maintenance of streets and sewers both sanitary and storm, as well as related infrastructure. This is accomplished through the support of the Village Engineer and Mayor.
- Services: To provide oversight regarding Refuse Removal, Leaf Pick-up, maintenance of Village properties and to provide support for effective and timely communications to Village residents. This is accomplished through the support of the Village Administration, Mayor and Residents.

Committee Meeting Notification and Posting

The CAW shall notify the Mayor and Fiscal Officer as to the date, time, and place of its meetings. Meetings should be held in the community building or other public buildings to allow any interested citizens to attend.

Village staff shall then post notification of the CAW meeting at the Community Building as per The Postings of Regular, special and Work/Study Sessions Meetings section as soon as notified of such meeting and never later than 24 hours before the meeting is to begin and any other notification required by Ohio Revised Code and Sunshine Laws.

Sub-Committee Rules and Responsibilities

Purpose of Sub-Committee

The CAW may form sub-committees as necessary for the purpose of expediting a defined project/task or where involvement of residents would be beneficial to reaching a defined goal, including assistance in assessing public opinion or gathering data or technical details.

Subcommittees shall be formed by a majority vote of Village Council.

EXHIBIT A
RULES OF CONDUCT FOR THE VILLAGE COUNCIL OF MINERVA PARK OHIO
LAST REVISED JANUARY 14, 2019

- 2.1 All members of the Village Council have equal votes. No council member has more power than any other, and all members shall be treated with equal respect.
- 2.2 As a Council member it is important, at all times, to act in a manner that enhances community confidence.
- 2.3 These Rules of Conduct to not prohibit or infringe on any member's right to freedom of speech or expression of an opposing viewpoint. Members are entitled and encouraged to share their viewpoints(s) provided it is done in a professional manner, and with utmost respect for others.
- 2.4 No member of the legislative authority, especially when acting in his/her official capacity or in dealing with the public, shall commit any act or utter any comments which would bring embarrassment to the Village of Minerva Park
- 2.5 Members should, at all times, ensure their actions and statements provide a positive image and public perception of the Village and work to enhance and improve the Village, other members of Council, and Village employees. At no time shall a member of the council commit an act or make remarks which are derogatory, degrading, belittling, sarcastic or malicious toward another member of council, the Village, Mayor or Village employees. Opposing viewpoints of council members, the Mayor or Village employees may be shared, are not presented in a manner violating these rules of conduct or any other laws of the Village or State of Ohio.
- 2.6 Members of the Village Council shall conduct themselves in accordance with all aforementioned sections and the following:
 - 2.6.1 Act properly, professionally and in accordance with the requirements of the law and the terms of the Rules of Conduct.
 - 2.6.2 Fully participate in village council meetings and other public forums, while demonstrating respect kindness, consideration, and courtesy to others.
 - 2.6.3 Act in good faith; honestly, for the purpose of the community and not one's personal agenda; always acting in the interest of the community and council, without exceeding their lawful powers.
 - 2.6.4 Make no allegations which are unseemly or derogatory in public forums pertaining to matters of Village business, employees, or other council members.
 - 2.6.5 Refrain from any form of conduct, especially in performance of their official duties and while in public forums, which may cause any reasonable person

- unwarranted offense or embarrassment; or bring embarrassment to the Village.
- 2.6.6 Observe the highest standards of honesty and integrity and avoid conduct which may suggest any departure from this standard.
 - 2.6.7 Ensure confidential information is guarded and handled with the utmost sensitivity.
 - 2.6.8 Always act in accordance with their obligation of loyalty to the Council and Village, serving as a model of leadership and civility to the community

Enforcement

- 3.1 Violation of these established rules may be considered malfeasance, misfeasance, or non- feasance; and is a violation of rules established under Ohio Revised Code Section 731.45. (1)
- 3.2 Violation of these rules may result in disciplinary action in accordance with provisions of Ohio Revised Code Section 731.45.
- 3.3 These rules shall be enforced by the Council of the Village of Minerva Park as provided by Ohio Revised Code Section 731.45.
- 3.4 These Rules are hereby incorporated in the Rules of Council by reference.

(1) LAW Writer® Ohio Laws and Rules
 Revised Code» Title [7] VII MUNICIPAL CORPORATIONS» Chapter 731:
 ORGANIZATION
 731.45 Rules - journal - expulsion of members.

"The legislative authority of a municipal corporation shall determine its own rules and keep a journal of its proceedings. It may punish or expel any member for disorderly conduct or violation of its rules and declare the seat vacant for absence without valid excuse, where such absence has continued for two months. No expulsion shall take place without the concurrence of two thirds of all the members elected, and until the delinquent member has been notified of the charge against him and has had an opportunity to be heard.

0128887.0615708 4872-2371-5508v1

2026

WORK SESSION
COUNCIL MEETING

January

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

RESOLUTION 2025-27**A RESOLUTION ESTABLISHING FEES FOR MEMBERSHIP FOR THE MINERVA PARK POOL FOR THE 2026 SUMMER SEASON**

WHEREAS, the Village of Minerva Park operates the Minerva Park Pool, and

WHEREAS, rates for memberships and day passes must be set for the 2026 Summer Season.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY OHIO, THAT:

Section 1 The Membership fees for the 2026 Season at the Minerva Park Pool are shown in Exhibit A.

Section 2 Early Bird/Renewal discount
 \$25 discount for residents only between January 1 & April 30
 \$25 discount for any member who renews before April 30 ONLY
 ONE DISCOUNT PER MEMBERSHIP

Section 3 Resident rates shall apply to those who are employed within the Village of Minerva Park; proof of Employment within the Village shall be required (for example-recent pay stub, copy of employee ID, etc.); Resident rates shall be extended to members of the Northland Swim club who "renew" membership at the Minerva Park Community Pool

Section 4 The fee for "babysitter/caregiver shall be \$70

Section 5 The Mayor is hereby authorized to set fees for special events so long as such fees are Charged based on the costs reasonably incurred by the Village for hosting such events.

Section 6 Birthday Party (during pool hours): \$115 for 2 hours (includes 2 adult/10 child admissions, 10 ice cream and 10 waters, tablecloth & extras TBD)

Section 7 Fees: payments made by credit card may be subject to a convenience fee as charged by the credit card service company

Section 8 It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio

Section 9 All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent part thereof.

First Reading: October 23, 2025
 Second Reading: November 13, 2025
 Third Reading: November 20, 2025
 Passed: November 20, 2025

 Tiffany Southard, Mayor

ATTEST

APPROVED AS TO FORM

 Jeffrey Wilcheck, Fiscal Officer

 Jesse Shamp, Solicitor

Classic		
# MEMBERS	RESIDENT	NON-RESIDENT
1	\$ 137.00	\$ 167.00
2	\$ 197.00	\$ 242.00
3	\$ 257.00	\$ 302.00
4	\$ 282.00	\$ 332.00
5	\$ 307.00	\$ 357.00
6	\$ 327.00	\$ 382.00
7	\$ 347.00	\$ 407.00
8	\$ 367.00	\$ 432.00
9	\$ 387.00	\$ 457.00

Weekend/Evening		
# MEMBERS	RESIDENT	NON-RESIDENT
1	\$ 107.00	\$ 137.00
2	\$ 167.00	\$ 212.00
3	\$ 227.00	\$ 272.00
4	\$ 252.00	\$ 302.00
5	\$ 277.00	\$ 327.00
6	\$ 297.00	\$ 352.00
7	\$ 317.00	\$ 377.00
8	\$ 337.00	\$ 402.00
9	\$ 357.00	\$ 427.00

Premium (limited availability)		
# MEMBERS	RESIDENT	ONLY
1	\$ 297.00	
2	\$ 352.00	
3	\$ 402.00	
4	\$ 417.00	
5	\$ 427.00	
6	\$ 437.00	

Children under 3 as of pool opening date
(May 23, 2026) are free!

Day Passes		
	Resident	Non-Resident
Age 3 and Up	\$12	\$15
Holiday (5/25, 6/19, 7/4, 9/7)	\$15	\$20
	MEMBER/RESIDENT	NON-MEMBER/NON-RESIDENT
10 Pack	\$100	\$130
SENIOR (65+) MEMBERSHIP***		
SINGLE	SENIOR + 1	SENIOR + 2
\$100	\$150	\$200

*** At least one member must be 65 or over as of pool opening date (May 24, 2026)
the additional member(s) is either a spouse or child aged 12 & under

Commented [B51]: Classic & Weekend/Evening raised \$7

Commented [B52]: Premium Raised \$7

Commented [B53]: NO CHANGE TO SENIOR MEMBERSHIP OR DAY PASSES

RESOLUTION 2025-29

Item # 22.

A RESOLUTION REQUESTING THE COUNTY TREASURER TO PROVIDE ADVANCE PAYMENTS OF TAXES AND OTHER SOURCES PAYABLE TO THE VILLAGE AS THEY BECOME AVAILABLE DURING 2026

WHEREAS, pursuant to Section 321.34 of the Ohio Revised Code, the Village of Minerva Park requests the Franklin County Auditor provide advances of property taxes and other sources as they become available for distribution; and

WHEREAS, the Franklin County Auditor's Office has made it possible for Advances on Real Estate Tax Settlements and other sources to be distributed via electronic transfer effective from the date of this resolution thru December 31, 2026.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY, OHIO THAT:

Section 1. The Village of Minerva Park Fiscal Office is hereby directed by the Village Council to request an advance of property taxes and other sources as they become available during 2024.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and 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 of the laws of the State of Ohio.

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

Tiffany Southard, Mayor

First Reading: November 13, 2025
Second Reading: November 20, 2025
Third Reading: December 11, 2025
Passed: December 11, 2025

ATTEST APPROVED AS TO FORM

Jeffrey Wilcheck, Fiscal Officer

Jesse Shamp, Solicitor

RESOLUTION 2025-31

A RESOLUTION AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF MINERVA PARK TO REQUEST A CERTIFICATION AND ESTIMATE OF REVENUE FROM THE FRANKLIN COUNTY AUDITOR'S OFFICE FOR A THREE POINT TWO (3.2) MILL 5-YEAR RENEWAL TAX LEVY

WHEREAS, the amount of taxes that may be raised within the 10-mill limitation by levies on the current tax duplicate will be insufficient to provide adequate amounts for the necessary requirements of the Village of Minerva Park for current expenses of the General Fund; and,

WHEREAS, such expenses are currently paid for by a 3.2 mill levy for a period of five (5) years that was previously enacted by the Village electors on November 2, 2021, which Council seeks to renew the 3.2 mill levy for a period of five (5) years.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY, OHIO, THAT:

- Section 1.** The Fiscal Officer of the Village of Minerva Park is hereby authorized and directed pursuant to ORC 5705.03, to certify a copy of this Resolution to the County Auditor of Franklin County and the Board of Elections. The Village Council hereby requests that the County Auditor certify to the Village Council the total current tax valuation of the Village, the dollar amount of revenue rounded to the nearest dollar that would be generated by a 3.2 mill renewal levy for a period of five (5) years, and the dollar amount of revenue, rounded to the nearest dollar, that would be generated by a 3.2 mill levy for each one hundred thousand dollars of taxable value.
- Section 2.** This proposed levy, which is a renewal of an existing tax, shall be levied on the entire territory of Minerva Park, which is wholly located in Franklin County, Ohio, and the ballot measure seeking this levy shall be submitted to the entire territory at the May 5, 2026, primary election ballot.
- Section 3.** This renewal levy is for current expenses as addressed in ORC 5705.19(A) for a 5-year period and shall be levied beginning in tax year 2026 and shall be first collected in tax year 2027. This renewal levy is necessary because the amount of taxes that may be raised within the 10-mill limitation by levies on the current tax duplicate will be insufficient to provide adequate amounts for the necessary requirements of the Village of Minerva Park for current expenses of the General Fund.
- Section 4.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and 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 of the laws of the State of Ohio.

Tiffany Southard, Mayor

First Reading: November 13, 2025
Second Reading: November 20, 2025
Third Reading: December 11, 2025
Passed: December 11, 2025

ATTEST

APPROVED AS TO FORM

Jeffrey Wilcheck, Fiscal Officer

Jesse Shamp, Solicitor

**RESOLUTION 2025-31
(Continued)**

Item # 23.

I hereby certify that this is a true and accurate copy of Resolution 2025-11 of the Minerva Park Village Council, which was passed on May 8, 2025, and recorded in the permanent minutes and records of the Village of Minerva Park, Ohio.

Jeffrey Wilcheck, Fiscal Officer

A RESOLUTION AUTHORIZING THE MAYOR EXECUTE A GRANT AGREEMENT WITH THE CENTRAL OHIO TRANSIT AUTHORITY FOR THE LINKUS TRANSIT SUPPORTIVE INFRASTRUCTURE PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the Central Ohio Transit Authority (“COTA”) has established the LinkUS Transit Supportive Infrastructure Program to facilitate pathways and connections for pedestrians throughout Central Ohio; and

WHEREAS, COTA has budgeted certain grant funds to be provided to municipalities and other entities for infrastructure that advances the goals of the project; and

WHEREAS, COTA has provided a Grant Agreement and the terms necessary for the Village to secure funds on a reimbursement basis; and

WHEREAS, the Village desires to enter the Grant Agreement in advancement of the LinkUS goals

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, FRANKLIN COUNTY, OHIO, THAT:

Section 1. Council hereby directs the Mayor or her designee to enter the Grant Agreement as attached hereto and incorporated herein as Exhibit A and to comply with all necessary terms and conditions to submit plans, documents, and receipts to receive reimbursement for all lawful expenses.

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

Section 3. Council declares this to be an emergency measure necessary for the health, safety and welfare of the residents of Minerva Park, such emergency arising out of the need to submit the signed agreement prior to the end of 2025 so that planning and construction can begin immediately for the public’s benefit. Wherefore, this Resolution shall take effect and shall be in force immediately upon passage by Council.

Tiffany Southard, Mayor

First Reading: November 13, 2025
Second Reading: November 20, 2025
Third Reading: December 11, 2025
Passed: December 11, 2025

ATTEST

APPROVED AS TO FORM

Jeffrey Wilcheck, Fiscal Officer

Jesse Shamp, Solicitor

**Central Ohio Transit Authority
Transit Supportive Infrastructure Program
PROJECT GRANT AGREEMENT
2026 Award Allocations**

Grantee(s)					
Grantee(s):		Project No.: TSI2026-001			
Project Site Address:					
City:		State:	Ohio	Zip:	
Project Local Jurisdiction:		Project Quadrant:			
Start Date:	01/01/2026	End Date:	12/31/2028		
2026 Approved Grant Funds: (Available for Reimbursement During Grant Term)					
Project Contact					
Grantee Contact:		Title:			
Address:					
City:		State:	Ohio	Zip:	
E-Mail:					
Phone Number:		Fax Number:			

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **Central Ohio Transit Authority (“Grantor”)** and **Grantee(s)** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with a transit supportive infrastructure project at the Project Site listed above (the “**Project**”) and related to the provision of service by the Grantor. Grantor’s authorized representative shall be the Transit Supportive Infrastructure Administrator (the “**TSIA**”) or such individual authorized by the Grantor’s Chief Executive Officer. This Agreement incorporates by reference the (a) “**Scope of Work**,” which is attached as Exhibit A; (b) the Policies for the Administration of the LinkUS Transit Supportive Infrastructure program; (c) Grantee’s Project information summary; and (d) any exhibits included in the Project information summary that were included in the original or subsequent submissions to any of the TSI committees; provided, however, that if there is a conflict among this Agreement and any of those items, the Agreement will control followed by items (a) – (d) in that order of priority.

RECITALS

- A. Section 306.354 of the Ohio Revised Code (the “**ORC**”) provides the Grantor authority to levy a tax in accordance with ORC Section 5739.023 for the general construction or maintenance of roads, bridges, greenways, pathways, bikeways, or pedestrian underpasses

- or overpasses related to the provision of service by the regional transit authority that do not otherwise constitute a transit facility.
- B. The Grantor will submit this Agreement for approval to the Central Ohio Transit Authority. (the “COTA”).
 - C. COTA will review and approve or deny Agreements submitted to it.
 - D. The Grantor may expend Grant Funds only during the term of the Grant Agreement and as authorized in an approved Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN AND THE RECITALS SET FORTH ABOVE, WHICH ARE HEREBY INCORPORATED AS IF SET FORTH BELOW, GRANTOR AND GRANTEE AGREE AS FOLLOWS:

1. Project Funding.

- (a) Transit Supportive Infrastructure Program Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds and the timing listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of completing the Project as detailed in Exhibit A. Grantee may not use the Grant Funds for any purpose other than completion of the Project as detailed in Exhibit A.
- (b) Additional Funding from the TSI Program. No additional funding from the TSI program beyond what was originally agreed to will be provided under this agreement. If additional funding is approved by the TSI committees a new agreement will be required. If additional funding is provided in a subsequent year a new agreement will be required.
- (c) Budget or Funding Reductions. Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor’s current or anticipated funding levels for the Transit Supportive Infrastructure Fund be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in Project expenditure commitments outlined on Exhibit A of this Agreement.
- (d) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

- 2. Payment of Grant Funds.** Grantor shall disburse the Grant Funds on a reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing costs or expenditures that have been incurred by Grantee during the term of the

Agreement in accordance with the Project budget included in Exhibit A. Grantor shall be the sole judge of, and shall reasonably determine, the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, receipts and/or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit A. Grantee shall submit to Grantor such documentation necessary to substantiate a disbursement request. With each disbursement request, Grantee reaffirms its representations and warranties included in this Agreement. A sample Disbursement Request Form is attached as Exhibit B.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete or cause completion of the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Start Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the “**Term**”), provided, however, that a Closeout Report and final Annual Report (as defined herein) will continue to be required to be submitted whether prior to or following the End Date, as well as the obligations of Section 8(a).

5. Additional Project Requirements. Design and/or Construction must commence no later than one (1) year from the date of this Agreement unless otherwise approved in writing by the TSIA. Failure to meet Project schedules submitted with Grantee’s application may result in termination of this Agreement at the sole discretion of Grantor. The minimum useful life for any Project is seven (7) years. Eligible costs include only those costs stated in the Policies for the Administration of the LinkUS Transit Supportive Infrastructure program and agreed to by COTA. Ineligible costs are explained in the Policies for the Administration of the LinkUS Transit Supportive Infrastructure program and further defined by COTA through the approved Scope of Work or otherwise communicated to the Grantee in writing by COTA (Grantor). All cost overruns

associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

6. **Non-Discrimination.**

(a) **DBE and Minority Hiring Goal.** Grantee agrees to abide by any Disadvantaged Business Enterprise or similar applicable requirement, policy or workforce goals of Grantor, the State of Ohio and the United States for the Project.

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. **Reporting.**

(a) **Performance Reports.** Grantee shall submit to Grantor Quarterly Reports and an Annual Report in the format required by Grantor (respectively, the “**Quarterly Reports**” and the “**Annual Report**”). Each Quarterly Report will provide an update on the design and/or construction progress during that quarter in narrative form, together with such information as Grantor requests. Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project. Quarterly Reports and Annual Reports shall be submitted by Grantee for each quarter or year (or part of a year) during which this Agreement is in effect and each Quarterly Report shall be received by Grantor no later than fifteen days following the end of the calendar quarter (with reports due April 15, July 15, October 15 and January 15) and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee’s performance and the effectiveness of the award.

(b) **Closeout Report.** Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the “**Closeout Report**”) in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) a summary of the impact the Grant Funds had on the operations of Grantee and/or the community nearby; and (iv) any additional information the Grantor may reasonably request regarding the Project.

(c) **Signature and Costs.** The chief executive officer, chief financial officer, or other officer of Grantee authorized to execute binding agreements on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting

requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) Remedy. Performance reports are essential for Grantor's effective administration of this grant. If Grantee fails to submit any Quarterly Report, Annual Report or Closeout Report, and such breach continues uncured for more than 30 days, Grantor, in addition to its remedies under Section 10(b), may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$1000 for each month or part of a month the Quarterly Report, Annual Report or Closeout Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date any records that are required by Grantor in Section 7(a) above and all relevant supporting documentation. If any audit, dispute, or litigation is pending Grantee shall maintain records relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than two (2) days prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds, and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit, and make copies of such books and records. Any such inspection of books and records will be undertaken so as not to interfere unreasonably with the normal operations of Grantee. The Grantee shall, at its own cost and expense, segregate records available for inspection pursuant to Section 8(b) from the Grantee's other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project, and the operation of the Project as long as Grantee has any obligation under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations, including but not limited to, as applicable, ORC Chapter 153.

(b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC § § 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, before

the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, before or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, before or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to disclose such interest to Grantor in writing immediately. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Additional Representations and Warranties. Grantee represents and warrants to Grantor that entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee. Grantee has complied with all procedures, prerequisites and obligations for the Project's application and approval under section 306.354 of the ORC, and all statements made in connection with Grantee's application and other submissions to Grantor remain true and correct as of the date hereof. Grantee is a municipality or other public jurisdiction within the Grantor's territorial boundaries as stated in the Policies for the Administration of the LinkUS Transit Supportive Infrastructure program and approved by COTA as an eligible entity.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in obtaining the award of Grant Funds.

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of ORC Chapter 4115. To the extent applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements related to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a "**Default Notice**") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and comply with this Agreement's terms and conditions. Grantee shall also be in default of this Agreement if Grantee is in default of any

other agreement between Grantor and/or the TSIA and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- (ii) Demand Repayment of Grant Funds. If Grantee fails to complete or cause completion of the Project as required under Section 4(a) and detailed in Exhibit A, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds received by Grantee.
- (iii) Determine Grantee Ineligible for Future Awards. Grantor may determine that, due to Grantee's breach of this Agreement, that Grantee will be ineligible for future Transit Supportive Infrastructure Grant awards.
- (iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, or (v) has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under Section 10(b).

(e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

11. Liability. Grantee 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 Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, 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, agents and subcontractors. 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. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between Grantor's (COTA) Transit Supportive Infrastructure Administrator (TSIA) and any person performing services or supplying any equipment, materials, good, or supplies of the Project to Grantee sufficient to impose upon the TSIA or Grantor any obligation hereunder. The Grantee shall be responsible for Grantee's use or application of the funds being provided by the TSIA and the Grantee's construction or management of the Project.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the ORC including, without limitation, Section 306.354, have been complied with, and until such time as all funds have been made available and are forthcoming from the Transit Supportive Infrastructure Fund. In the event such funds become unavailable, or the COTA does not approve this Agreement, then Grantor shall have no further obligations hereunder.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Central Ohio Transit Authority
Attn: CFO
33 North High Street
Columbus, Ohio 43215

If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

And a copy to the Transit Supportive
Infrastructure Administrator
Attn: Lynette Vargas
33 North High Street
Columbus, Ohio 43215

14. Miscellaneous.

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, its validity, construction, effect, and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Franklin County, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it

may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the TSIA involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Franklin County, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding, or representation between the parties or any of their respective officers, agents, or employees is superseded, and no such prior agreement, understanding, or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Counterpart Signatures. 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 signature of any other party delivered in such a manner as if such signature were an original.

(m) Force Majeure. Any delay in the performance of any of the duties or obligations of either party (the “**Delayed Party**”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party’s performance obligation for the duration of the event, but does not excuse it. “**Force Majeure Event**” means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, act of war; riot; sabotage; blockage; embargo; civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; epidemic or pandemic; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party’s operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

(n) Project Sign. Grantee shall erect a sign on the Project Site, at Grantee’s cost, acknowledging the Grantor’s role in the Project, provided that the location shall mutually be agreed upon by the Grantor and the Grantee. Grantor will provide the design guidance for the sign.

[signature page follows]

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures, effective as of the Effective Date:

Grantee:

Grantor:

Central Ohio Transit Authority

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Work

Pursuant and subject to Section 306.354 of the Ohio Revised Code, on _____, 2025, the COTA Board of Trustees approved the Mid-Ohio Regional Planning Commission's request to approve the attached Agreement and provide the Grant Funds set forth on the first page of the Agreement for costs associated with the completion of transit supportive infrastructure improvements in support of the Grantor's provision of services. Subject to the terms and conditions in the Agreement, Grantor is offering a grant from the Transit Supportive Infrastructure Program for Project #: ***TSI2026-XXX*** not to exceed \$_____.

Transit Supportive Infrastructure Program grants are awarded for public transit supportive infrastructure related to the Central Ohio Transit Authority's provision of services. Eligible costs include only those costs stated in the Policies for the Administration of the LinkUS Transit Supportive Infrastructure program and agreed to by COTA. Ineligible costs are explained in the Policies for the Administration of the LinkUS Transit Supportive Infrastructure program and further defined by COTA. All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

[Provide a detailed description of the project here.]

Total Eligible Improvement Costs	\$
Transit Supportive Infrastructure Program Assistance	\$

EXHIBIT B

Disbursement Request Form
[SAMPLE ONLY, SUBJECT TO CHANGE]

Project #: TSI2026-XXX

<u>Reimbursement Amount</u>	<u>Description of Eligible Project Costs</u>	<u>Form of Supporting Document(s) Attached</u> (Invoice, purchase agreement, pay application, and other evidence of eligible costs incurred)
\$		
<u>TOTAL REIMBURSEMENT REQUESTED:</u>	\$	<u>Date Submitted:</u>

To: Central Ohio Transit Authority

Attention: TSIA (_____)

Subject: Disbursement Request pursuant to the terms of the Transit Supportive Infrastructure Program Project Grant Agreement dated _____, 202_ (the “Agreement”), by and between the Central Ohio Transit Authority [Grantor] and _____ (“Grantee”).

You are hereby requested to approve the amount of [\$_____] as an eligible cost for the purposes set forth in the above schedule. Unless otherwise defined herein, all capitalized terms set forth but not defined in this “Disbursement Request Form” have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Grantee does hereby certify on behalf of the Grantee that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Disbursement Request Form;

2. The disbursement herein requested is for an obligation properly incurred, is a proper charge as a cost of the eligible costs of the Project (as defined in the Agreement), and has not been the basis of any previous reimbursement request submitted to any party;
3. The Grantee is in compliance with all provisions and requirements of the Agreement and re-affirms all representations and warranties therein as of the date hereof;
4. The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;
5. The Grantee has, or the appropriate parties on the Grantee's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the good or services related to the eligible costs of the Project or any part thereof which warranties have vested in the Grantee;
6. The Grantee is either (i) not aware of any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials in connection with the Project for which reimbursement is requested pursuant to this written requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this _____ day of 20__.

GRANTEE

By: _____
Name; Title

Date: _____