

Village of Galena Council Meeting Agenda Monday, July 26, 2021 7 p.m. Galena Village Hall, Council Chambers, 109 Harrison St., Galena, OH 43021 And Zoom Meeting

Join Zoom Meeting

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Meeting ID: 868 815 7832

Passcode: 622207 One tap mobile

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Roll Call

Minutes of June 28, 2021 Council Meeting

Minutes of July 16, 2021 Special Council Meeting

Guest Participation – Bee City USA Presentation

Administrator's Report – Jeff White

Mayor's Report – Jill Love

Fiscal Officer Report – Suzanne Rease

Payment of Invoices for July

Approval of Financial Statements

Certification: I, Suzanne Rease, Fiscal Officer of the Village of Galena, Ohio hereby certify that publication of this resolution was duly made by posting true copies thereof at five (5) of the most public places as determined by Council in Resolution 2015-18.

Code Compliance Report – Kenneth Levi Koehler

Wastewater Treatment Report - Brian Rammelsberg

Resolution No. 2021-05 (1st Reading, Emergency) A Resolution Authorizing The Acceptance Of Ohio Public Works Commission Grant (O.P.W.C.) For The Walnut Street Culvert Project, And Declaring An Emergency.

Resolution No. 2021-06 (1st Reading, Emergency) A Resolution Authorizing Acceptance Of The Bid And Awarding A Contract To Elite Excavating Company Of Ohio, Inc. For Walnut Street Culvert Replacement Project, And Declaring An Emergency.

Resolution No. 2021-08 (1st Reading, Emergency) A Resolution Authorizing An Increase In The Budget In The Amount Of Fifty-Eight Thousand Three Hundred Dollars (\$58,300); Authorizing Disbursement Of These Funds For The Purpose Of The Walnut Street Culvert Project, And Declaring An Emergency.

Ordinance No. 2021-13 (2nd Reading, Emergency) An Ordinance Certifying Delinquent Sewer Service Accounts To The County Auditor For Lien Certification For The Period Of August 31, 2020 Through August 31, 2021 And Declaring An Emergency.

MORPC Report & Delaware County Regional Planning Commission Report – Jill Love

BST&G Fire Board Report – Ruben Minor

Planning and Zoning Commission Report – Kathy Krupa

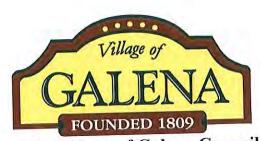
Bee City USA

Other Commission Reports

Other Business - Halloween

Executive Session

Adjournment



Minutes of the Village of Galena Council Meeting June 28, 2021

On June 28, 2021, the Village of Galena Council meeting was called to order at 7:01 p.m. in Council Chambers of the Village Hall, 109 Harrison St. and via Zoom, by Mayor Jill Love

Roll Call

Jill Love, Mayor (Present)
David Simmons, Council Member (Present)
Todd Musacchio, Council Member (Present)
Eric Johnston, Council Member (Absent) (Joined via Zoom at 7:45 p.m.)

Mike Fry, Council Member (Present) Kathy Krupa, Council Member (Present) Ruben Minor, Council President (Present) Suzanne Rease, Fiscal Officer (Absent)

Also Present

Jeffrey White, Village Administrator Michelle Dearth, Asst. Fiscal Officer Ken Molnar, Solicitor

A List of those in attendance is attached at the end of the minutes.

Minutes of May 24, 2021, Council Meeting

David Simmons made a motion to adopt the minutes of the May 24, 2021, Council meeting. Ruben Minor seconded the motion and the motion passed unanimously in a 5-0 voice vote.

Guest Participation

Jamie Stevens and Cassie Swackhammer, representing Riding In Stile, approached Council about conducting a charity ride within the Village of Galena. The Son of Thurman Burger Bash ride to Cure Cancer, will take place on July 17, 2021, and the money raised would go to Pelotonia for cancer research. There will be approximately 300-400 riders, and they are hoping to be able to do this event annually.

Jacob Conrad presented the idea of a movie night at Ruffner Park to Council. He would like to host a movie night on July 16, 2021, to get the community back together. The back- up date would be July 23, 2021. Jacob has been working with Jeff Dutiel to work out power at the park, and about where the best place to set up the screen. Jacob will work with the Village about any other concerns.

David Simmons made a motion that Council sanction movie night in Ruffner Park. Ruben Minor seconded the motion and the motion passed unanimously in a 5-0 voice vote.

Jeanna Burrell from the Delaware County Friend of the Trail wanted to share with Council and residents the 18th annual Delaware County Community Ties Bicycle Tour will be held on July 24, 2021. There will be a 8 mile family ride and 31, 62, and 100 mile bike tours through scenic Delaware County countryside. More information can be found at www.DCFT.org.

Administrator's Report

Village Administrator Jeff White reported that the Village has started advertising for construction bids for the N. Walnut Street culvert project. The bid opening is scheduled for July 8th at the Village Hall. Notices were sent to the various utility companies apprising them that they are required to register with the Village of Galena, as part of the Right-of-Way Permit Program. Our consultant Eric Sandine is handling all the

steps of this process. Delaware Soil & Water Conservation District will conduct a "Family Creeking Night" at Ruffner Park at 6:30 p.m. on July 22.

Kathy Krupa inquired about all the AEP outages and whether we had been hearing from the Village's representative. There have been many complaints from residents, and something needs to be done. Council discussed filing a formal complaint. Solicitor Ken Molnar suggested that the Sunbury and Galena Mayor's go to the Public Utility Commission.

Ruben Minor made a motion to get a complaint letter together and send it to AEP. Mike Fry seconded the motion and the motion passed unanimously in a 5-0 voice vote.

David Simmons brought up about possibly eliminating the permanent restroom at Ruffner Park and adding a porta potty. There was also a discussion about adding a porta potty somewhere near the square for all the bikers and people visiting the square. No decisions were made.

Mayor's Report

Mayor Jill Love reported that Romanelli and Hughes, Baker Tilly and Bricker and Eckler met with the Village formally in a public finance meeting to continue to discuss additional finance options for the Blackhawk development on Friday April 23rd on Zoom. The proposed plan continues to be available to the public in the Village office. The discussion revolves around a negotiation of various finance options that the finance committee and Bricker and Eckler are discussing. Miller Farms continues to be an active topic of discussion as options for drilling under the water to reach the Galena Wastewater Treatment Plant are discussed. Tebbee Engineering proposed a plan for a new veterinary clinic next to Talulas. Engineering is reviewing their plans.

Mayor Love presented a Mayor's Proclamation to Stan Swisher for his exceptional service to the Village of Galena Planning and Zoning Commission.

Fiscal Officers Report

Assistant Fiscal Officer Michelle Dearth reported that there were 24 late sewer letters sent on June 22nd. Ordinance 2021-13 is a first reading of sewer accounts that will be certified to the Delaware County Auditor for collection in addition to their property taxes.

Approval of Financial Statement

Kathy Krupa made a motion to approve the financial statements. David Simmons seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Minor-Yes Simmons-Yes Musacchio-Yes Fry-Yes Krupa-Yes

Payment of Invoices for June

David Simmons made a motion to approve the invoices for June. Ruben Minor seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Minor-Yes Simmons-Yes Musacchio-Yes Fry-Yes Krupa-Yes

Code Compliance Report

Levi Koehler's report stated that Storm Water inspections have been conducted at the Retreat at Dustin, and Phase 2 construction is underway. Arrowhead Lake Estates Phase 2 construction is underway. Miller Farm engineering has been approved by the Planning and Zoning Commission and some details are being worked out by the Village Engineer and the Development Agreement is under review by Village staff. Galena Crossing 's Development Plan and rezoning has been approved by the Planning and Zoning

Commission, and recommended it, with conditions to the Village Council. The development plan for the veterinary clinic at 51 Middle St. was approved, project is in the engineering phase.

Wastewater Treatment Plant Report

Brian Rammelsberg's report stated that there were no violations for the month. There were 7 new sewer taps for the month. There were no heavy rains or high flows this month.

Resolution No. 2021-02 (3rd Reading)

A Resolution Ratifying A Contract Between The Village Of Galena And The Greater Galena Civic Association (GGCA) For Summerfest 2021.

Mayor Love read the Resolution.

Jeanna Burrell, Summerfest Chairperson updated Council about Summerfest. Numerous bands are lined up, lots of vendors, free kidzone, new safety street, new critter corner, beer garden and great food. Summerfest is August 28, 2021 from 11 a.m.-11p.m.

David Simmons made a motion to adopt Resolution No. 2021-02. Mike Fry seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Krupa-Yes Minor-Yes Simmons-Yes Musacchio-Yes Fry-Yes

Resolution No. 2021-04 (1st Reading, Emergency)

A Resolution Ratifying A Contract Between The Village Of Galena And Riding In Stile For Son Of Thurman Burger Bash Ride To Cure Cancer, And Declaring An Emergency.

Mayor Love read the Resolution. David Simmons made a motion to suspend the second and third reading. Todd Musacchio seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Krupa-Yes Minor-Yes Simmons-Yes Musacchio-Yes Fry-Yes

Mike Fry made a motion to adopt Resolution No. 2021-04 as an emergency. Ruben Minor seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Krupa-Yes Minor-Yes Simmons-Yes Musacchio-Yes Fry-Yes

Ordinance No. 2021-09 (3rd Reading)

An Ordinance Ratifying Closing Portions Of Walnut Street, Columbus Street, And Middle Street On August 27, 2021 From Midnight Until August 28, 2021 At Midnight And Portions Of Park Street On August 27, 2021 from Midnight Through August 30, 2021 At 5 P.M. For Summerfest.

Mayor Love read the Ordinance. Ruben Minor made a motion to adopt Ordinance No. 2021-09. David Simmons seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Krupa-Yes Minor-Yes Simmons-Yes Musacchio-Yes Fry-Yes

Ordinance No. 2021-13 (1st Reading, Emergency)

An Ordinance Certifying Delinquent Sewer Service Accounts To The County Auditor For Lien Certification For The Period Of August 31, 2020 Through august 31, 2021 And Declaring An Emergency.

Mayor Love read the Ordinance.

Ordinance No. 2021-14 (1st Reading, Emergency)

An Ordinance Ratifying Closing Portions Of West, Park, Water And Middle Street On July 17, 2021 From 11 A.A. Until 1:30 P.M. For Son Of Thurman Burger Bash to Cure Cancer. Mayor Love read the Ordinance. David Simmons made a motion to suspend the second and third reading.

Ruben Minor seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Simmons-Yes Musacchio-Yes Fry-Yes Minor-Yes Krupa-Yes

David Simmons made a motion to adopt Ordinance No. 2021-14 as an emergency. Mike Fry seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Minor-Yes Simmons-Yes Musacchio-Yes Fry-Yes Krupa-Yes

Delaware Regional Planning Commission Report

Mayor Love reported there was nothing going on in our area.

MORPC Report

Mayor Love sent to Council a recap of the slide show that William Murdock and Eileen Leuby presented on June 17, 2021. (Available upon request)

BST&G Fire Board Report

Ruben Minor reported that there were lots of conversations about a levy and they are gathering data to keep residents informed about growth and response times.

Planning and Zoning Commission Report

Kathy Krupa had nothing else to report that hadn't already been covered in other reports.

Other Commission Reports

Eric Johnston mentioned that he is planning on getting together with the Bee City committee to look at possible planting locations.

Other Business

Mayor Love reported that we did not receive the \$250,000 grant for the maintenance building but will be working on other possible grants. Mike Fry suggested signage at the parks to help deter vandals. Jeff White will be working on getting signage. Mayor Love and Kathy Krupa spoke about the sewer plant tours and how informative it was and recommended that every Council member go on a tour. Kathy Krupa suggested the maintenance crew use a push mower for part of the square instead of weed eating where the riding mower is unable to fit. Jeff White replied that the Village doesn't have a push mower and there really is no other spaces where they would use one.

Executive Session

None.

Adjournment

Mike Fry made a motion to adjourn. Todd Musacchio seconded the motion and the motion passed unanimously in a 5-0 voice vote.

The meeting adjourned at 9:04 p.m.

A recording of the meeting is available upon request.

Next Meeting

The next Council meeting will be held on July 26, 2021, at 7 p.m. in Council Chambers at the Galena Village Hall and by Zoom.

Respectfully submitted, Michelle Dearth, Assistant Fiscal Officer

Fiscal Officer	Date	Mayor	Date	-

Certification: I, Suzanne Rease, Fiscal Officer of the Village of Galena, Ohio hereby certify that publication of these Minutes was duly made by posting true copies thereof at five (5) of the most public places as determined by Council in Resolution 2015-18.



SIGN IN SHEET GALENA VILLAGE COUNCIL Monday, June 28, 2021

Name	Address	Do you wish to speak
Jenny Burre	11 4729 Blugga.	408
Jami'l Stevens	10518 Sage creek Dr	yes
Cassia Swach	hummer 27395, 0123	3crd No
Mancy Mu	plus 8959 Duster	~ Rd No
Bob Metral	ply 8959 Duster 245 HC	NO
Grace Pige		
Omar Kaya		d No

JACOB ConrAd Monica Cubberly-Early ZACK Hopper Jokan Cubbady Dave Strats Shawna Burkhan Rubene Miner Todd Musacchio mike fry DAVID Simons CASE, E Swackhammer



Minutes of the Village of Galena Special Council Meeting July 16, 2021

On Friday, July 16, 2021, the Village of Galena Special Council meeting was called to order at 4:02 p.m. in the Galena village Council Chamber and via Zoom meeting by Mayor Jill Love.

Roll Call

Jill Love, Mayor (Present)
David Simmons, Council Member (Present)
Todd Musacchio, Council Member (Present)
Mike Fry, Council Member (Present)
Kathy Krupa, Council Member (Present)

Eric Johnston, Council Member (Present via Zoom) Ruben Minor, Council President (Present via Zoom) Suzanne Rease, Fiscal Officer (Present)

Also Present

Jeff White, Village Administrator Ken Molnar, Village Solicitor Resident Tim Erb and Joanne Cubberly joined the meeting via zoom. Tom Hopper and Zach Hopper were present in the council chamber.

Village Solicitor Ken Molnar began by stating if Council wants to make this a Village sponsored event, and if you find this is an emergency our insurance will cover us at no cost. This only applies if no alcohol is served at the event, and if all the participants sign a waiver. Mayor Love stated the event had 2 different policy options, but the cost would be \$375 each. There is no cost for the Village to sponsor the event, and she would like to encourage events like this to take place in Galena. Mike Fry, Kathy Krupa and David Simmons all agreed the legislation should be enacted as an emergency since the event was being held the following morning. In addition, cancelling the event isn't an option at this point, most of the people would show up anyway. David Simmons pointed out two typos in the resolution.

Mayor Love read the resolution.

Resolution No. 2021-07 - A Resolution Adopting An Event Known As The Son Of Thurman Bash As A Village Event On A One Time Basis And Declaring An Emergency.

David Simmons made a motion to suspend the second and third reading. Mike Fry seconded the motion and the motion passed unanimously in a 6-0 roll call vote:

Krupa-Yes Minor-Yes Simmons-Yes Musacchio-Yes Johnston-Yes Fry-Yes

David Simmons made a motion to adopt Resolution 2021-07 as an emergency, and as amended to correct the typing errors. Ruben Minor seconded the motion and the motion passed unanimously in a 5-0 roll call vote:

Krupa-Yes Minor-Absent Simmons-Yes Musacchio-Yes Johnston-Yes Fry-Yes

Ruben Minor lost connection before the roll call vote was taken.

Adj	ournmen	t
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David Simmons made a motion to adjourn. Todd Musacchio seconded the motion and the motion passed unanimously in a 5-0 voice vote. The meeting adjourned at 4:15 p.m.

Respectfully submitted, Suzanne Rease, Fiscal Officer

Date Mayor Fiscal Officer Date

Certification: I, Suzanne Rease, Fiscal Officer of the Village of Galena, Ohio hereby certify that publication of these Minutes was duly made by posting true copies thereof at five (5) of the most public places as determined by Council in Resolution 2015-18.

Village Administrator's Report: July 2021

(as of 7/21/21)

COMMUNICATIONS

Performed website updates.

DEVELOPMENT

Arrowhead Lake Estates: The matter of the cost of the Zoar St extension from the Heathermere subdivision to Fescue St, and the responsibility for paying for this extension, is yet to be resolved. I've sent the matter over to the village solicitor. Communication with Pulte is ongoing.

Retreat at Dustin: Nothing new to report since the Nov 2020 report.

Miller Farm: The Development Agreement is being drafted. The developer (Homewood Corporation) has raised the question about how to pay for upsizing of the sanitary system required by the Village to accommodate potential future land developments in areas beyond the Miller Farm development. Jim Lipnos is analyzing Homewood's financial options. Meanwhile, engineering coordination is ongoing regarding the development's infrastructure.

State Route 3 Access: Nothing new to report since the Oct 2019 report.

Estates at Blackhawk, Phase D: Nothing new to report since the June 2020 report.

46 W. Columbus Street (a.k.a. Zoar Development): Nothing new to report since the Jan 2020 report.

Groezinger/Wright Tracts (a.k.a. Blackhawk): Nothing new to report since the June 2021 report. Awaiting developer (Romanelli & Hughes) to sign the pass-through agreement to cover the Village's engineering and legal costs.

Galena Crossing: The Village's zoning map has been updated to reflect the annexation and zoning changes. The amendment to the original development plan for this property was approved at the June Planning & Zoning Commission meeting.

Proposed veterinary clinic at 51 Middle Street: The design process is underway.

Parcel at Joe Walker/Vans Valley: Levi and I met with representatives of 365Land, LLC, a land development company considering how to use the 5-acre parcel at the Joe Walker Rd/Vans Valley Rd intersection. In accordance with the Village's land development process, this was an initial informal meeting with staff and the Village's policies, procedures and expectations were discussed. The developer plans to attend the 7/21 Planning & Zoning Commission meeting to present and discuss their concept.

New Community Authority (NCA): Nothing new to report since the Sept 2020 report.

PARKS & TRAILS

Columbus Nature Preserves Advisory Council: Attended the meeting of 7/12.

Delaware County Friends of the Trail (DCFT): Attended the board meeting of 7/12. DCFT's annual Community Ties Bike Tour is scheduled for Saturday 6/24. Participants have a choice of 31, 62, or 100-mile routes plus an 8-mile family ride. This annual fundraiser benefits the Ohio-to-Erie Trail within Delaware County, including Galena.

Trail R/W issue: Nothing new to report since the Nov 2020 report.

Walnut Creek Trail Bridge: Based on recommendation by the Village's engineer, the decision has been made to close the Village's trail bridge over Big Walnut Creek to motorized vehicles because rotting parts of the wooden bridge deck may not be able to support the weight of vehicles. Motorized vehicles are already prohibited on the trail, however the point here is that the bridge is deteriorating. Presently, the bridge is deemed to be safe for foot and bicycle traffic. The Village will continue to monitor the bridge's condition and will be exploring options for correcting the problem.

Following up on Jeff Dutiel's report about lack of electricity at the Ruffner Park baseball field, an AEP technician inspected the electrical service, meter and breaker panel and determined that the problem must be either with the breakers or with the service line between the panel and the ball field. Using that information, Dutiel will coordinate with his electrician to fix the problem.

SEWER

Work by various contractors is underway to improve the chemical feed system and to install a ventilation system for the screen room.

Village of Galena has received the 2021 Facility Image Award from the Southeast Section of the Ohio Water Environment Association (SEOWEA), in recognition of the unique outward aesthetics of the village's new wastewater treatment plant.

The inflow and infiltration problem with the Village's sanitary collection system was evident at the plant following the heavy rain on 7/11. According to the rain gauge at the plant, about 3 inches of rain fell there. The plant's flow on that day was 250,786 gallons whereas a normal daily flow is around 70,000 gallons.

STREETS

Walnut Street Phase 4: Nothing new to report since Feb 2020 report.

N. Walnut Street Culvert: The Village's funding application for this project has been approved by the Ohio Public Works Commission (OPWC), and the Village must sign the funding agreement with the state. This is the subject of Resolution 2021-05 for the 7/26 council meeting. The bid opening was held 7/8, with one bid being received. The bid from Elite Excavating of Ohio, for \$45,932.50 has been reviewed and determined to be acceptable. This is the subject of Resolution 2021-06 for the 7/26 council meeting. From the Village's fiscal management standpoint, the budget needs to be increased so the OPWC funds can be receipted in. This is the subject of Resolution 2021-08 for the 7/26 council meeting.

I have selected a contractor to repair curbs/gutters and pedestrian ramps at several locations, mostly in the village square area. He has agreed verbally to do it all for \$7,000, which is what the Village has budgeted. He believes he will be able to complete the work prior to Summerfest, and we discussed the requirement to stage the work so that not all the parking spaces are blocked at once. I will be coordinating and communicating with the affected businesses and residents as the details become known. I will confirm the scope and price in writing with the contractor, plus obtain proof of liability insurance, before proceeding.

Joe Walker Road Paving: This project is to repave the dead-end section of Joe Walker Road north of Melimare Drive. Following up on the county engineer's expectation that the Village should perform a road drainage improvement on Joe Walker prior to the paving project, an on-site meeting was held with a contractor, the village engineer, the county's project engineer, and me to discuss whether the drainage work could be accomplished for no more than \$10,000. In the process, we also learned that there are multiple underground utility lines, including both telecommunications and electricity, crossing the area where excavation would be needed for the drainage improvement. The contractor was apparently not interested in discussing the project any further. As such, I have informed the county's project engineer that the paving will need to proceed with the drainage as is. He will keep me apprised about the paving contractor's schedule. Meanwhile, Ken Molnar is working on correcting the Joe Walker Road right-of-way ownership problem reported at the June council meeting.

I have initiated coordination with the county engineer to make sure we have the proper safety signage posted on Dustin Road regarding the sharp curve and low overhead bridge clearance.

We conducted a joint operation with Berkshire Township's maintenance crew to cut back the overgrown vegetation hanging from the railroad trestle over Dustin Road. Since the bridge is mostly the Village's responsibility, the Galena crew (Ted and Cody) cut the overgrowth while the township's crew (Dan and Justin) handled traffic control.





OTHER

Sanitary sewer rate analysis: Mark Rufener plans to attend the 7/26 council meeting to explain the analysis so far.

Mapping of the village's sewer systems: KEM has completed the initial field data collection and is now setting up our cloud-based geographic information system mapping (ArcGIS mapping). We should plan on budgeting additional funds each year for refining the mapping.

The Cemetery Committee met on 6/15 and discussed the matter of cemetery rules and fees, as well as various potential improvements that are not in this year's budget. This will require further research and discussion.

Utility Registration and Right-of-Way Permit Program: Notices were sent to the various utility companies on 4/22 (30 days after passage of the ordinance), apprising them that they are required to register with the Village of Galena. We anticipate the utilities applying around the end of July. After that, Registration Fee invoices will be sent to the utilities. Our consultant, Eric Sandine, is handling all these steps of the process.

AEP has contacted the Village about establishing a franchise agreement. This has been referred to Eric Sandine to advise us.

The Columbia Gas (CG) line installation project: Construction involving Walnut Street and High Street commenced the week of 4/12. CG's construction contractor is Miller Pipeline. The crew has pulled off the site until a certified welder can come, which was previously expected to be 7/1. We are now told it should be the week of July 26. After the welding and final connections are made at the High Street regulator station, the contractor will be ready for restoring the pavement and markings on Walnut Street. They currently estimate this will be finished by mid-August. Our KEM project inspector is monitoring the construction and coordinating with CG on the Village's behalf.

I have selected a contractor to repair the exterior concrete stairs at village hall and am confirming the arrangements including obtaining proof of liability insurance, before proceeding.

The contractor we had lined up to wash the exterior of the village hall building, cautioned that due to the extent of oxidation on the siding, that the washing process will leave a white residue on all the windows. He advised that a commercial window washer with the proper equipment will be needed to clean off that residue. He estimated that this may cost around \$500, but that we would need to contact washers directly to confirm their capabilities and price. We allocated just \$750 in the budget for washing the building exterior. As such, I have held off on this project pending discussion at the 7/26 council meeting.

Among many other things, Ken Molnar has been working to verify that all real estate parcels owned by the Village, have tax-exempt status at the county auditor's office.

The invoice from KE McCartney & Associates for \$952.96 that I reported last month, remains unresolved. I am deferring to council to determine how to handle this.

Michelle and I met with our American Electric Power (AEP) account representative to gain clarification about the invoices we receive each month for 16 accounts. As a result, several updates were made in AEP's database regarding the descriptions and addresses for several of the accounts. We verified that the unmetered account that is traditionally over \$600 per month, is for 48 streetlights located throughout the core area of the community.

Delaware Soil & Water Conservation District will conduct a "Family Creeking Night" event at Ruffner Park, 6:30 PM, on July 22. Rain date is July 29. Register to attend by calling the Delaware SWCD office or online at the SWCD website. This is a public education outreach activity as part of the Village's MS4 (Municipal Separate Storm Sewer System) program.

Councilman David Simmons is in the process of refinishing the outside surface of two exterior wood doors of the village hall, involving stripping the layers of peeling paint and repainting.

Village Website www.galenaohio.gov

Community Activities 2021. The Best Is Yet to Come!

Son of Thurman Burger Bash to Cure Cancer Pelotonia event July 17th Was a smashing success! The rain did not keep the dedicated riders away! A HUGE THANK YOU to Jamie Stevens and Cassie Swackhammer for choosing Galena as the place to hold this inspiring event! We hope they come again next year! There was fun for all ages!



Next week is the Pan Ohio 360 Mile ride that will start at Otterbein and come right through Galena! Come out and cheer on the riders as they come through Galena!



Movies at Ruffner Park this FRIDAY!

4th of July Parade was an incredible event and I want to send a Big Shoutout to the Big Walnut Civic Association for ALL their HARD Work to make the event spectacular! Thank you to Chris Underwood who volunteered to drive me in the parade with his son Chris!



Next year-12 BAGS OF CANDY!!

2021 Mayor Salary as of June \$8,823.00

Master Plan and 2020 Zoning Code Review

A Warm welcome to Tim Erb, retired 3- year veteran of the Columbus Fire Dept. will be joining the P& Commission as our newest member.

P&Z continues to work on the development maps and Master Plan in upcoming P&Z meetings.

Development

We are sad to say that John Wright, owner of the Wright Farm passed away. This has a slight impact on future development on the Wright Farm. Progress is unknown currently. There are still active talks with R&H as they consider their next course of action on the project.

Vans Valley and Joe Walker Road-5 acres were recently sold and the owner of the land attended the P&Z meeting.

Arrowhead is not sold per some rumors. Sambuccas is actively on the market and potentially in contract.

Local Business

Sourcing grants and spoke to a resident who is interested in doing a village wide recycling program. Rumpke referred me to SWACO as they do these types of grants so I will be pursuing.

Son of Thurman is currently hiring! Could use additional kitchen help as well as wait staff.

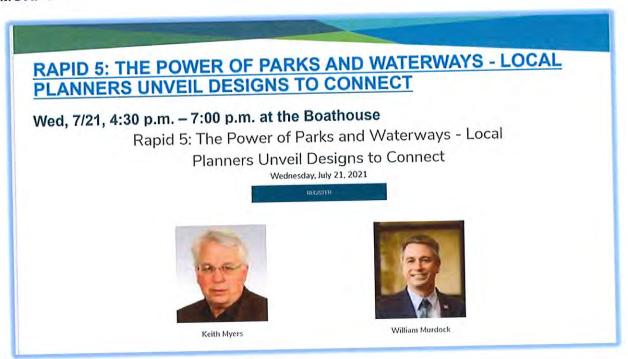
Attending the Big Walnut Chamber Activities commission meetings with William Murdoch from MORPC.

The Diner is now serving beer and wine.

Check out all Big Walnut Chamber and community events here:

<u>Events Calendar - Sunbury/Big Walnut Area Chamber of Commerce, OH</u> (sunburybigwalnutchamber.com)

MORPC



Big Walnut Creek is one of the 5 waterways being discussed!! That said, the designs are incredibly thoughtful and creative and definitely could serve as inspiration for other greenways corridors across the region.

Delaware County Regional Planning

m062421.pdf (delaware.oh.us)

link to all minutes. Next meeting in July 29th in person



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srease@galenaohio.gov

galenaohio.gov

FISCAL OFFICERS REPORT JULY 2021 COUNCIL

Michelle prepared the minutes from the June Council meeting.

We prepared the agenda for June Council, Cemetery and Finance meetings and posted the agenda and legislation at 5 locations and e-mailed to Council and the media.

I emailed packets to Council members.

Prepared all the Resolutions and Ordinances.

SEWER

Michelle and I processed sewer payments as they came in.

We processed 58 ACH sewer payments and set up new accounts as needed.

We have started to include an ACH payment form with the new resident packets, and many of the new residents are choosing ACH payments.

Ordinance 2021-13 is a second reading of sewer accounts that will be certified to the Delaware County Auditor

for collection in addition to their property taxes.

We had to charge off 104 Holmes St., it was sold before the sewer account was current and there was not a current lien on the property due to the amount owed and the timing of liens. The charge off amount was \$561.75. This was a private sale, and we were not notified of the closing.

FINANCIAL

Michelle prepared the spreadsheet for June 2021.

We paid the bills and completed a chart that separates bills by payment account, we use this chart to create the spreadsheet.

Completed payroll biweekly.

The first of each month we balance the General and Sewer Accounts. We pay Federal, State and School District Taxes, as well as Generate OPERS reports and remit payment.

Completed bank reconciliation on UAN system.

We are using remote deposits and positive pay several times a week.

Interest earned for June was \$ 220.68

Updated spreadsheet to show revenue comparisons year to date.

OTHER

UAN backup each week.

All new resident information is complete. For each resident we set up a sewer account, send a sewer billing statement, send information to RITA about new resident, mail a new resident packet and set up auto payments for their sewer account if they choose. Update the master address list.

There were 5 new residents for the month.

Spent considerable amount of time preparing for the Special meeting on July 16, 2021.

Completed minutes of Special meeting.

There was one cremation burial and one regular burial in July.

Sold two cemetery plots.

One rental of the Galena Village Hall.

Suzanne Rease, Fiscal Officer Michelle Dearth, Assistant Fiscal Officer

2021 BUDGET VS	ACTUAL INCOME SPREADSHEET
2021 BUDGET VS.	ACTUAL INCOME STREAMSTILE.

	2021 BUDGET VS. ACTUAL INC	OME SPR	EADSHEET					2021	Actual vs
		2020	Actual	2021	L Budget	202	21 Actual	2021	Budget
JAN	MUNICIPAL INCOME TAX	\$	35,783.00				31,062.65	\$	(10,597.35)
	PROPERTY TAX LOCAL GOV.	\$	1,247.00	\$	750.00	\$	1,294.00	\$	544.00
FEB	MUNICIPAL INCOME TAX	\$	38,965.00	\$ 4	1,660.00	\$	59,616.31	\$	17,956.31
	PROPERTY TAX LOCAL GOV.	\$	1,415.00	\$	750.00	\$	1,428.87	\$	678.87
		\$	49,243.00	\$4	1,660.00	\$	33,958.00	\$	(7,702.00)
MARCH	MUNICIPAL INCOME TAX		53,233.00		5,860.00	\$	60,931.82	\$	5,071.82
	PROPERTY TAX LOCAL GOV.	\$ \$	1,155.00	\$	750.00	\$	1,264.00	\$	514.00
	LOCAL GOV.		A STANDEN		152750		24 274 20	\$	22,714.00
APRIL	MUNICIPAL INCOME TAX	\$	35,504.00	\$ 4	1,660.00	\$	64,374.00	\$	-
	PROPERTY TAX LOCAL GOV.	\$	1,006.00	\$	750.00	\$	1,132.00	\$	382.00
		\$	51,123.00	٠,	1,660.00	Ś	106,989.98	\$	65,329.98
MAY	MUNICIPAL INCOME TAX	Ş	51,123.00	7	11,000.00	*	44460000000	\$	-
	PROPERTY TAX LOCAL GOV.	\$	1,084.00	\$	750.00	\$	1,403.28	\$	653.28
JUNE	MUNICIPAL INCOME TAX	\$	31,884.00	\$ 4	41,660.00	\$	64,973.79	\$	23,313.79
	PROPERTY TAX LOCAL GOV.	\$	1,200.00	\$	750.00	\$	1,689.18	\$	939.18
JULY	MUNICIPAL INCOME TAX	\$	33,703.46	\$	41,660.00	\$	70,865.00	\$	29,205.00
	PROPERTY TAX LOCAL GOV.	\$	1,388.26	\$	750.00	\$	1,592.00	\$	842.00
AUG	MUNICIPAL INCOME TAX	\$	54,584.31		41,660.00 55,860.00				
	PROPERTY TAX LOCAL GOV.	\$	1,489.00		750.00				
SEPT	MUNICIPAL INCOME TAX	\$	44,014.08	3 \$	41,660.00)			
	PROPERTY TAX LOCAL GOV.	\$	1,408.1	3 \$	750.00	0			
ОСТ	MUNICIPAL INCOME TAX	\$	54,279.0	0 \$	41,660.0	0			
	PROPERTY TAX LOCAL GOV.	\$	1,259.0	0 \$	750.0	0			
NOV	MUNICIPAL INCOME TAX	\$	42,028.0	1 \$	41,660.0	0			
1101	PROPERTY TAX	\$	49,815.6	5					
	LOCAL GOV.	\$	1,309.3	1 \$	750.0	0			
DEC	MUNICIPAL INCOME TAX	\$	34,537.6	1 \$	41,660.0	0			
	PROPERTY TAX LOCAL GOV.	\$	1,333.3	6 5	750.0	00			149,844.88

VILLAGE OF GALENA, DELAWARE COUNTY

Cash Summary by Fund 1/1/2021 to 6/30/2021

Fund #	Fund Name	Fund Balance 1/1/2021	Fund Balance Adjustments	Revenue (excluding transfers and advances in)	Transfers In	Advances In	Total Fund & Adjustments & Revenue	Expenditures (excluding transfers and advances out)	Transfers Out	Advances Out	Fund Balance 6/30/2021	Non-Pooled Balance	Pooled Balance
1000	General	\$484,542.36	\$0.00	\$573,863.58	\$0.00	\$0.00	\$1,058,405.94	\$312,752.67	\$0.00	\$0.00	\$745,653.27	\$0.00	\$745,653.27
2011	Street Construction Maint. & Repair	\$221,777.96	\$0.00	\$24,953.73	\$0.00	\$0.00	\$246,731.69	\$0.00	\$0.00	\$0.00	\$246,731.69	\$0.00	\$246,731.69
2021	State Highway	\$5,239.94	\$0.00	\$6,286.30	\$0.00	\$0.00	\$11,526.24	\$0.00	\$0.00	\$0.00	\$11,526.24	\$0.00	\$11,526.24
2031	Cemetery	\$13,832.75	\$0.00	\$7,147.00	\$0.00	\$0.00	\$20,979.75	\$2,386.90	\$0.00	\$0.00	\$18,592.85	\$0.00	\$18,592.85
2041	Parks and Recreation	\$11,375.92	\$0.00	\$0.00	\$0.00	\$0.00	\$11,375.92	\$0.00	\$0.00	\$0.00	\$11,375.92	\$0.00	\$11,375.92
2051	Federal Grant	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2061	State Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2151	Coronavirus Relief Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Other Special Revenue/FEMA Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3901	Other Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3902	Sewer Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4101	SEWER CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4201	Grant Construction-odnr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4901	Other Capital Projects/FEMA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4902	Municipal Building	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4903	Other Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5201	Sewer Operating	\$1,917,281.65	\$0.00	\$661,789.40	\$0.00	\$0.00	\$2,579,071.05	\$341,276.05	\$0.00	\$0.00	\$2,237,795.00	\$0.00	\$2,237,795.00
5701	Enterprise Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9976	Private -CLOSSEN BEQUEATH FUI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Report Total:	\$2,654,050.58	\$0.00	\$1,274,040.01	\$0.00	\$0.00	\$3,928,090.59	\$656,415.62	\$0.00	\$0.00	\$3,271,674.97	\$0.00	\$3,271,674.97

Last reconciled to bank: 06/30/2021 - Total other adjusting factors: \$0.00

VILLAGE OF GALENA, DELAWARE COUNTY

Cash Summary by Fund June 2021

Fund #	Fund Name	Fund Balance 6/1/2021	Fund Balance Adjustments	Revenue (excluding transfers and advances in)	Transfers In	Advances In	Total Fund & Adjustments & Revenue	Expenditures (excluding transfers and advances out)	Transfers Out	Advances Out	Fund Balance 6/30/2021	Non-Pooled Balance	Pooled Balance
1000	General	\$702,493.26	\$0.00	\$89,264.22	\$0.00	\$0.00	\$791,757.48	\$46,104.21	\$0.00	\$0.00	\$745,653.27	\$0.00	\$745,653.27
2011	Street Construction Maint. & Repair	\$241,452.97	\$0.00	\$5,278.72	\$0.00	\$0.00	\$246,731.69	\$0.00	\$0.00	\$0.00	\$246,731.69	\$0.00	\$246,731.69
2021	State Highway	\$11,100.11	\$0.00	\$426.13	\$0.00	\$0.00	\$11,526.24	\$0.00	\$0.00	\$0.00	\$11,526.24	\$0.00	\$11,526.24
2031	Cemetery	\$20,034.85	\$0.00	\$648.00	\$0.00	\$0.00	\$20,682.85	\$2,090.00	\$0,00	\$0.00	\$18,592.85	\$0.00	\$18,592.85
2041	Parks and Recreation	\$11,375.92	\$0.00	\$0.00	\$0.00	\$0.00	\$11,375.92	\$0.00	\$0.00	\$0.00	\$11,375.92	\$0.00	\$11,375.92
2051	Federal Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2061	State Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2151	Coronavirus Relief Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Other Special Revenue/FEMA Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3901	Other Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3902	Sewer Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4101	SEWER CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4201	Grant Construction-odnr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4901	Other Capital Projects/FEMA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4902	Municipal Building	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4903	Other Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5201	Sewer Operating	\$2,269,839.02	\$0.00	\$141,213.38	\$0.00	\$0.00	\$2,411,052.40	\$173,257.40	\$0.00	\$0.00	\$2,237,795.00	\$0.00	\$2,237,795.00
5701	Enterprise Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9976	Private -CLOSSEN BEQUEATH FUI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Report Total:	\$3,256,296.13	\$0.00	\$236,830.45	\$0.00	\$0.00	\$3,493,126.58	\$221,451.61	\$0,00	\$0.00	\$3,271,674.97	\$0.00	\$3,271,674.97

Last reconciled to bank: 06/30/2021 - Total other adjusting factors: \$0.00

VILLAGE OF GALENA, DELAWARE COUNTY

Bank Reconciliation

Reconciled Date 6/30/2021 Posted 7/1/2021 9:26:31 AM

Prior UAN Balance:		\$3,256,296.13
Receipts:	+	\$234,820.94
Payments:		\$219,442.10
Adjustments:	+	\$0.00
Current UAN Balance as of 06/30/2021:		\$3,271,674.97
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 06/30/2021:		\$3,271,674.97
Entered Bank Balances as of 06/30/2021:		\$3,312,819.80
Deposits in Transit:	+	\$0.00
Outstanding Payments:		\$41,144.83
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$0.00
Adjusted Bank Balances as of 06/30/2021:		\$3,271,674.97
Adjusted Bank Balances de si est est	, <u></u>	

Balances Reconciled

Governing Board Signatures

There are no outstanding receipts as of 06/30/2021.

There are no outstanding adjustments as of 06/30/2021.

2,696,611.11+ 95,015.27+ 2,791,626.38*

Jorgan

	Village o		UNE			Totals			
Account		Actual	Revenue	Budg	et	Paid	Balan	ce-YTD	Revenue
Budget		Actual	Kevenue	Duug					
GENERAL FUND 1000				-					
OTHER CONTRACUAL SERVICES	1000-			-	_			0	
Police									
OPERATING SUPPLIES & MATERIALS	1000-310-420						•	400.00	
Easter				\$	400.00		\$	100.00	
Memorial Day				\$	100.00		\$	1,250.00	
Summerfest Sponsorship				\$	1,250.00		\$	800.00	
Halloween				\$	800.00	1204		5,296.00	
Christmas				\$	6,500.00	1204	P	600	
Independence Day				\$	600.00	1204	\$	8,446.00	
Sub Total	1 /		0	\$	9,650.00	1204	Ψ	3,440.00	
OTHER-PARKS	1000-320-600					L. C.			
Grants					2,000.00			2000	
Playground Inspection				\$	15,000.00		\$	-	
Walnut Creek Trail Repair				\$	2,000.00		1	2000	
Pond Maintenance				D D	2,000.00				
Misc	A horacon and a second	4		-	15,000.00		\$	15,000.00	
Maintenance for Development/Trails				\$	34,000.00) \$	19,000.00	
Sub Total	4	-	0	•	34,000.00		-		
PARK EQUIPMENT & SUPPLIES				\$	3,500.00		\$	3,500.00	
Playground Certified Mulch			168	\$	2,000.00		4 \$	676.00	n I
Flower Bed Plants & Mulch		-	100	\$	7,000.00		\$	7,000.00	
Tree Replacement/Removal				\$	300.00		\$	300.00	
Seal Safe Surfaces				\$	1,500.00		4 \$	1,346.00	
Playground Parts/Repair	11			\$	10,000.00		\$	10,000.00	
Playground Equipment Replacement				\$	500.00		2 \$	288.00	
Miscellaneous				\$	100.00		\$	100.00	
Backflow Testing at Village Square	3			\$	500.00		\$	500.00	
Root Ripper			82	\$	500.00	11	9 \$	381.00	
Maintenance Equipment		_	36	\$	4,000.00		5 \$	145.00	
Water Fountain			586	\$	29,900.0		4 \$	24,236.0	0
Sub Total			300	Ť	,				
FACILITIES			80	\$	1,200.0	0 48	30 \$	720.0	0
Miller Park Porta Potty			00	\$	1,200.0		4		
Ruffner Restroom				\$	200.0		\$	200.0	0
Gazebo Repairs				- + *	200.0				

	/illage o	JU				Totals			
Account		Actual	Revenue	Budg	et	Paid	Bala	nce-YTD	Revenue
3udget		Actual	Revolue						
		80		\$	2,600.00	480	\$	920.00	
Sub Total								2 100 00	
SALARIES COUNCIL (ZONING COMM)	1000-410-111			\$	2,400.00		\$	2,400.00	
SALARIES COUNCIL (ZONING COMMI)	1000-410-112						\$	*	
Zoning Asst.	11 - 1 - 1						\$	-	
Levi		4000		\$	51,500.00	25086		26,414.00 646.00	
Jodi (Clerk)	1000-410-119	197		\$	1,250.00	604			
	1000-410-211	561		\$	7,400.00	3045		4,355.00	
OPERS SOCIAL SECURITY	1000-410-212			\$	200.00		\$	174.00	
MEDICARE	1000-410-213	61		\$	800.00	379	\$	421.00	
MEDICARE							-	0	
PRINTING	1000-410-324						-	- 0	
ADVERTISING	1000-410-325						\$	2,923.00	
Legal Ads	1000			\$	3,500.00	577	_		
Court Reporter		210		\$	1,000.00		_	(313.00	
Security				\$	500.00		\$	500.00	
							\$	Δ.	
Misc		-					-	0.440.00	
Sub Total		210		\$	5,000.00	1890) \$	3,110.00	
SUD TOTAL							-	00.040.00	
SALARIES ADMINISTRATOR	1000-710-131	4386	3	\$	56,500.00	27454	_	29,046.00	
SALARIES ADMINISTRATOR SALARIES ADMIN STAFF(Asst. Admin))	1000-710-132						\$		
SALARY MAYOR	1000-710-161	165	3	\$	62,400.00	865	_	53,743.00	,
OTHER (ENG. REVIEW, ZONING ETC.)							\$	40.047.00	
OPERS	1000-710-211	87-	4	\$	17,700.00			13,017.00	
MEDICARE	1000-710-213	9	4	\$	1,850.00	5/	9 \$	1,271.00	
ADMINISTRATIVE ASSISTANT	1	1				1	\$	4.000.00	
SALARIES COUNCIL	1000-715-111			\$	4,800.00)	\$	4,800.0	0
OPERS	1000-715-211						\$	400.0	0
SOCIAL SECURITY	1000-715-212			\$	400.00		\$	150.0	
MEDICARE	1000-715-213			\$	150.00)	\$	150.0	0
WEDICARE							\$		
TRAINING	1000-715-348		Ala J	\$	-		\$	500.0	0
Mileage				\$	500.0		\$		
Meals				\$	200.0	0	\$		
Unforeseen Training Expenses			1	-	2 200 2	0	\$		00
Training			1.	\$	3,000.0 3,700.0		0 \$		
Sub Total			0	\$	3,700.0	0	3 4	-,	

Account		JU	NE			Totals			
Budget		Actual	Revenue	Bud	get	Paid	Bala	nce-YTD	Revenue
DUE 0 FEF0	4000 745 004			_			\$		
DUES & FEES	1000-715-391			\$	200.00		\$	200.00	
Chamber of Commerce				\$	1,000.00	1000	T	200.00	
MORPC					420.00	519		(99.00)	
EMA				\$	100.00	100		(99.00)	
DAS					1,000.00	100	\$	1,000.00	
DGHD				\$		721	\$	(21.00)	1
DCRPC Fee				\$	700.00	121	\$	(21.00)	
MFOA				-	55.00	55	_		
OMCA	1	-	-	\$	55.00 285.00	55	\$	285.00	-
OML				\$		200	-	98.00	
Web server rental		25		\$	300.00	202	_	(21.00)	
Domain Name Registration (.gov /.org)		21		\$	400.00	421 55	\$	197.00	
Adobe		11		\$	252.00	55	\$	800.00	
Misc				\$	800.00	1830		670.00	
Microsoft 365 Gov't				\$	2,500.00	1830	-	76.00	
Post Office Box (Dec)				\$	76.00		\$	76.00	
Trail Interest				-	55.00		\$	55.00	-
Ohio Dept of Agriculture				\$	55.00	4000		3,240.00	
Sub Total		57		\$	8,143.00	4903	_	27,269.00	
SALARY FISCAL OFFICER	1000-725-121	3493		\$	49,216.00	21947			
SALARIES FISCAL OFFICER'S STAFF	1000-725-122	1217		\$	28,300.00	10529		17,771.00	
OPERS	1000-725-211	715		\$	12,000.00		-	7,737.00	
MEDICARE	1000-725-213	73		\$	1,320.00	515	\$	805.00	-
						1000	-	0.000.00	
UAN FEES	1000-725-343	726		\$	4,000.00	1602	\$	2,398.00	13
MAINTENANCE PERSONNEL	1000-730-100								
Ted (40 hours/wk)		3479		\$	44,370.00	21643	\$	22,727.00	
, , , , , , , , , , , , , , , , , , ,							\$	4	
Cody(32 hours/wk)		2997		\$	39,210.00		\$	19,916.00	
OPERS	1000-730-211	932		\$	12,500.00			7,417.00	
MEDICARE	1000-730-213	97		\$	1,300.00	623	\$	677.00	
UTILITIES	1000-730-319						-		12
Delco Water	1000 100-010	24		\$	500.00	252	\$	248.00	
Time Warner/Spectrum		230		\$	2,400.00		_	1,020.00	
AEP Electric		1514		\$	18,500.00			9,832.00	
Phone System		214		\$	2,300.00	991	\$	2,300.00	
Columbia Gas		105		\$	4,000.00		_	1,381.00	
Bresco		39		\$	468.00		1 \$	234.00	

1 apprint		JU	NE			Totals		4	
Account		Actual	Revenue	Budg	get	Paid	Ba	lance-YTD	Revenue
Budget		2126	Revenue	\$	28,168.00	1414	4 \$	15,015.00	
Sub Total		2120		-	20,100.00				
NSURANCE & BONDING	1000-730-351						\$		
Mayor (every 4 years)					200.00		\$	200.00	
Suzanne (Every 4 years)				\$	200.00		\$	200.00	
					50.00		\$	50.00	
Jeff				\$	50.00		50 \$	30.00	
Levi				\$	50.00		50 \$		
Ted				\$	50.00		\$	50.00	
Ken				\$	50.00		\$		
Jodi					20.50		\$		-
Michelle				\$	80.00		-		
Cody				\$	50.00		\$ 00 \$		
Sub Total		0		\$	530.00	1	00 \$	430.00	
OLD I VILLI					12 2 2 2 2 2		E2 6	14,948.00	
PROPERTY INSURANCE PREMIUMS	1000-730-352			\$	15,000.00		52 \$	14,946.00	
Insurance Deductible	WITTER WAR						07	0	
NCA Insurance				\$	2,727.00	27	27	0	
OPERATING SUPPLIES & MATERIALS	1000-730-420								
EQUIPMENT							00 0	4,940.00	
Equipment				\$	5,000.00		60 \$		
Maintenance & Parts				\$	1,500.00		91 \$		
Vehicle & Equipment Repairs				\$	3,500.00		_		1
Truck Lease 4 years						-	\$		
Mower Trade-In				\$	5,000.00		35 \$		
Pesticide Storage				\$	1,000.00		\$		
Misc		6	1	\$	500.00		357		
Safety Equipment				\$	350.00		_ 9		
Equipment Rental				\$	1,500.00		_		
Sub Total		6	1	\$	18,350.00	4	533 5	\$ 13,817.00	
			2				+		
MAINTENANCE SUPPLIES & MATERIAL	S	- 00	6		3,000.0	1	184	\$ 1,816.00)
Fuel & Fluids		30	0	\$	1,000.0			\$ 1,000.00	
Paint & Stain			4	\$	1,500.0		204		
Unforeseen Maintenance Expense					100.0		36		
Welding Supplies			6	\$	100.0			\$ 100.0	
Car Wash	1			1 3	100.0		_	\$ -	
Tractor Weights	1 1			_				\$ -	
Shop Water Heater		31	10	\$	5,700.0	0 1	424		0
Sub Total		31	4	1.2	3,700.0	-	-		

Account		JUNE						
Budget		Actual	Revenue	Budget		Totals Paid	Balance-YTD	Revenue
REPAIRS & MAINTENANCE	1000-730-430	Actual	Revenue	Бии	ger	raiu	Balance-11D	Kevenue
STREETS	1000-730-430			+				
Signs, Posts & Hardware				\$	2,500.00	933	\$ 1,567.00	
Street Markings				\$	5,000.00	300	\$ 5,000.00	
Street Light Repair		+		\$	6,000.00	3130		
Guard Rails				\$	1,000.00	0100	\$ 1,000.00	
Salt & Brine Treatments		-		\$	3,500.00	3963		
Gravel & Grit				\$	4,000.00	3903	\$ 4,000.00	
		-		- P	4,000.00		\$ 4,000.00	
Pothole Patching Crack Sealing	_						\$ -	
Unforseen	+	+	-	\$	500.00		\$ 500.00	7
Untorseen Preventative Maintenance					50,000.00		\$ 50,000.00	
			-	\$	5,000.00		\$ 5,000.00	
Right-of-Way Permit Program				_			\$ 7,000.00	
Heathermere catch basin repair				\$	7,000.00		\$ 7,000.00	
0.1.7.4.1				-	04 500 00	0000		
Sub Total				\$	84,500.00	8026	\$ 76,474.00	
Storm Water	1000-640-397							
MS4 Storm Sewer		164		\$	1,000.00	205		
Storm sewer cleaning/repair				\$	5,000.00	2947		
EPA		200		\$	175.00	375	7	
KEM Mapping -4 years					4.54		\$ -	1 -
Education/Misc				\$	1,300.00		\$ 1,300.00	
SWMP update				\$	10,000.00		\$ 10,000.00	
SW Infrastructure O&M Program				\$	7,000.00		\$ 7,000.00	
Sub Total		364		\$	24,475.00	3527	\$ 20,948.00	
OTHER FACILITIES	1000-730-430							
Garage Rental				\$	7,200.00	3000	\$ 4,200.00	
Maintenance Bldg/Land Purchase							0	
Maintenance Bldg New Furnance				\$	3,500.00		3500	
Maintenance Bldg Gutters & Drainage						Y	\$ -	1
Miscellaneous							0	
Pole Building							\$ -	
Tent Shelter			1				\$ -	
Windows				\$	2,500.00		2500	
Sub Total)	S	13,200.00			
1000				+*	. 0,200.00	3000	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
REPAIRS & MAINT. BLDGS & LAND	1000-730-431							
VILLAGE HALL								A
Windows				\$	1,387.00		\$ 1,387.00	

	illage of	Galena	ZUZIL	uug	CL				
Account		JUNE					Totals		
Budget		Actual	Revenue	Bud	get	Paid		lance-YTD	Revenue
nterior Com. Room Lighting				\$	2,500.00	29	2 \$	2,208.00	
							\$		
Exterior Lighting							\$		
Security System Miscellaneous Repairs				\$	1,500.00	1.	72 \$	1,328.00	
Replace Cellar Doors				\$	1,000.00		\$	1,000.00	
Tuck Point Chimney							\$	•	
Wire for Generator							\$	151	
Concrete steps Repair		0.	1	\$	2,600.00		\$	2,600.00	
Paint or Replace Siding (\$6,500-Paint)								0	
Wash exterior Village Hall				\$	750.00		\$	750.00	
								0	
Harrison St. Deck Remodel LL offices & Large Room							\$	45	
							\$		
Community Room Doors							\$	1 E	
Carpet Cleaning				-			\$	*	
Pictures Fire Alarm & Extinquisher inspections				\$	350.00		\$		_
				\$	150.00		\$		
Backflow Test							\$		
Hallway Trim							\$		
New Doors Upper Level Repairs to Council Chamber Outside Door				\$	1,000.00		\$		
			0	\$	11,237.00	4	64 \$	10,773.00	
Sub Total						/			
TAX COLLECTION FEES	1000-740-344	201	0	\$	30,000.00		47 \$		
WORKERS COMPENSATION	1000-790-225	22	8	\$	5,000.00		37 \$		
POSTAGE	1000-790-322			\$	1,000.00		52 \$	848.00)
POSTAGE	1000 100 022								
ACCOUNTING & LEGAL FEES	1000-790-341								-
	1000 100 011			\$	52,000.00	3	776 \$		
Village Solicitor				\$	7,500.00		\$		
Auditor (2020)			7	\$	10,000.00		\$	10,000.00)
Outside Counsel OTHER PROFESSIONAL TECH SERVICE	1000-790-349								
	1000-700-040	5	2	\$	8,000.00	5	354)
Tech Support							5		
Inspections (pass thru cost) Development Eng. Reviews (pass thru cost)	558	39	\$	400,000.00	58	624		
Annexation Review Fees(Pass thru cost)	/	1		\$	2,000.00				
		789	93	\$	20,000.00		760 3		
Other Engineering				\$	15,000.0	0 1	160		0
Unforseen Prof. & Tech.								\$ -	
New IT System setup								\$ -	
Sub Total		139	94	\$	445,000.0	0 78	898	\$ 366,102.0	0

		f Galena 2021 Bud		Totals							
Account					Budget		Paid		ance-YTD	Revenue	
Budget		Actual	Revenue	Duu	ger	Laic		\$	-		
OFFICE SUPPLIES & MATERIALS	1000-790-410							\$			
Computers		200		\$	3.000.00	-	780	\$	2,220.00		
Office Supplies		203		\$	1,000.00	-	100	\$	1,000.00	4	
Office Equipment		400		\$	2,250.00		1116	-	1,134.00		
Copier (lease)		186 133		\$	2,000.00	-	615		1,385.00		
Copies		133		\$	250.00	-	195		55.00		
Newspaper subscriptions				\$	800.00		150	\$	800.00	-	
Ohio Basic Code				-	200.00		6	\$	194.00		
Meeting Refreshments/Supplies			E	\$	200.00			\$	101.00		
Build a new website				^	120.00	-		\$	120.00		
Electronic newsletter				\$	50.00	-		\$	50.00	1	
Shredding				\$	50.00	-		\$	500.00		
Misc				\$	500.00	-		Ψ	300.00		
				-	40 470 00	•	2,712.00	\$	7,458.00		
Sub Total		522		\$	10,170.00	\$	2,712.00	4	1,450.00		
		Library Committee		-	100 000 00			\$	100,000.00	-	
OTHER-CAPITAL OUTLAY	1000-800-590			\$	100,000.00	-		\$	20,000.00	A .	
PRINCIPAL(GVH)	1000-850-710			\$	20,000.00		5981	-	6,019.00		
INTEREST	1000-850-720			\$	12,000.00	-	5901	Φ	0,019.00	-	
TRANSFERS-OUT	1000-910-910			-				-	0	-	
ADVANCES-OUT	1000-920-920			_				-	- 0	+	
				_			70.70.00.10	-		-	F72 0C4 00
GENERAL FUND ACCT TOTALS		46105	89264	\$1	,389,116.00	\$	312,753.00	\$	1,061,154.00	1	573,864.00
STREET CONSTRUCTION 2011				-		-		\$		+	
STREETS, HWY, SIDEWALKS, CURBS	2011-620-555		0	-	2,780.00	-		\$	2,780.00		
Walnut St P2 Loan				\$	4,576.00	-		\$	4,576.00		
Walnut St P3 Loan				\$	25,000.00		_	\$	25,000.00		
Zoar/Arrowhead Connector				\$	15,900.00			\$	15,900.00		
Walnut St. Culvert-OPWC Match				\$	35,000.00			\$	35,000.00		
Walnut St. Culvert-OPWC Match	34			\$	49,000.00			\$	49,000.00		
Unforseen Street Expenses				\$	7,000.00			\$			
Curb Repairs				\$				\$			
Joe Walker Road Repair				\$	20,000.00			0 \$			
Sub Total			0	\$	159,256.00		14	\$			
OTHER-CAPITAL OUTLAY	2011-620-590			\$	100,000.00			1 4	100,000.00	+	
			0	_		+			250 250 25	1	24.054.0
ACCOUNT TOTALS			0 5279	9 \$	259,256.00			0 \$	259,256.00	0 \$	24,954.0

V = 4		JUNE			dget Totals						
Account		Actual	Revenue	Bud	Budget			Balance-YTD		Revenue	
3udget		Actual	Revenue	-	3						
STATE HIGHWAY 2021				-							
REPAIRS & MAINTENANCE	2021-620-431			\$	5,238.62			\$	5,238.62	7	
SR3				Ψ-	3,200.02						
			100	s	5,238.62		0	\$	5,238.62	\$	6,286.00
ACCOUNT TOTAL			0 420	1 3	5,230.02	1		-	-,		
CEMETERY 2031											-
CONTRACTUAL SERVICES	2031-240-300			1		-		0	500.00		
Equipment	11/2/12/2017			\$	500.00			\$	500.00	-	
Pontem Support				\$	500.00			\$	3,300.00	-	
Excavation				\$	3,300.00		_	\$	3,700.00		
Protective Mats		/		\$	3,700.00			\$	3,500.00		
Maintenance of Pavement				\$	3,500.00		2090		2,910.00		
Foundations		209	90	\$	5,000.00		297		(47.00)		
Misc.				\$	250.00		251	\$	(11.00)	1	
				-		-	2,387.00	\$	14,363.00	\$	7,147.0
ACCOUNT TOTAL		209	64	8 \$	16,750.00	\$	2,367.00	Ψ.	14,505.00	+	1,1,1,1,1
PARKS AND REC 2041								-	14 075 00	1	
OTHER CONTRACTUAL SERVICES	2041-320-390			\$	11,375.92			\$	11,375.92	-	
OTHER CONTRACTORE SERVICES								+		-	
CARES ACT 2151								-		-	
Other Professional & Technical	2151-790-349							\$		-	
Office Supplies & Materials	2151-790-410							\$		+	-
Office Supplies & Materials	2131113			4				-			
ACCOUNT TOTAL			0	\$		A.		0 \$	-	-	-
ACCOUNT TOTAL										H	
	2010 000 200			_				\$	150		
GRANT CONST-ODNR 4201	4201-800-590		_	+							
				-		-	_				
SEWER OPERATING 5201								•	75,000.00	1	
CAPITAL OUTLAY	5201-541-590			\$	75,000.00)		\$	75,000.00	-	
OTHER CONTRACTUAL SERVICES	5201-541-399			-	12 -21 -		0400	0 6	24,991.0	0	
Professional Package Plant Services		41	65	\$	49,981.00		2499	5 \$	6,725.0		_
Emergency Calls				\$			1320		6,800.0		
Tap Inspections		14	100	\$			1320	\$	10,000.0		
Engineering				\$	10,000.0	U	_	\$	- 10,000.0		
Depositions				-	20.000.0			35 \$	19,965.0	0	
Legal Services		4	35	\$				54 \$	1,446.0		
Billing Supplies/UB MAX				\$	2,000.0	-				0	

		Galena				Totals			
Account		Actual	Revenue	Bud	get	Paid	Bala	ance-YTD	Revenue
3udget		Actual	Revenue	\$	15,000.00		\$	15,000.00	
Suez Annual Service Agreement				\$	6,500.00		\$	6,500.00	
Status Control Integration/annual agree.				S	5,000.00		\$	5,000.00	
OUPS Membership/Marking				\$	1,100.00		\$	1,100.00	1
ARC GIS Online (annual subscription)		1035		\$	15,000.00	3167	\$	11,833.00	
Rate Analysis (KEM)		1035		\$	3,500.00		\$	3,500.00	
Crane Inspection/Generator Maintenance		6030		\$	25,000.00	6358	\$	18,642.00	
Sewer system mapping (KEM)		6030		\$	11,000.00			11000	
nsurance				\$	10,000.00			10000	
SCADA Tech-Annual				\$	3,000.00			3000	
Generator Maintenance		0000		\$	45,000.00	18000		27000	
Tom Marshall		3000		\$	250,081.00	67579	\$	182,502.00	
Sub Total		15665		4	200,001.00				
REPAIRS & MAINTENANCE	5201-549-430			\$	20,000.00	3259	\$ \$	16,741.00	
Chemicals		822			20,000.00			13,981.00	
Lab Service	A Comment	1697		\$	10,000.00	0010	\$	10,000.00	
Lab Equipment				\$	8,500.00		\$	8,500.00	
Replace Grates				\$	30,000.00			9,500.00	
Sludge Hauling		2500)	\$	25,000.00			20,707.00	
Cleaning Lines/Trash Trap				\$	300.00		\$	300.00	
Backflow Tests at WWTP				\$	2,000.00		_	453.00)
Supplies		1:		1.2	2,000.00	101	\$		
EQ Pump Panel				\$	600.00		\$	600.00)
Calibrating Meters					15,000.00		-	14,825.00	
Repairs				\$	2,000.00		\$		
Home Grinder Pumps				9	2,000.00		\$		
Spare PLC				-			\$		
Spare Parts Inventory				-	9,000.00	1	\$		0
Columbus St & Walnut St Lift Statons				\$	2,000.00		\$		
Smoke Testing		-		\$	2,000.00	1	\$		Feb Che
Dumpster Rental					40,000.0	917	9 \$		0
Unforeseen Repairs and Maintenance				\$			9 \$		
Parts & Equipment				\$			3		
Lift Station Parts				\$			9		
Alum Mixing System				\$			00 9		0
Ventilation System				\$		-			
Chemical Feed System		50	00	\$			50 3		
Electrical safety upgrades 3 lift stations				\$			_		
Sub Total		553	34	\$	339,400.0	960.		2.1,0,110	
000 1000							-	\$ -	

			2021 Bu				
Account		JU	NE				
Budget		Actual	Revenue	Budget	Paid	Balance-YTD	Revenue
Jeff		454		\$ 5,850.00	3145	\$ 2,705.00	20.00.00.10
Ted	5201-620-100	229		\$ 2,960.00		100000000000000000000000000000000000000	
Michelle	5201-725-129	414		\$ 5,350.00		5 5 5 5 5 5 5	
SALARY ADMIN OFF(T. MARSHALL)	5201-710-139						
TOM MARSHALL		4				\$ -	
OPERS	5201-710-211			\$ 1,050.00		\$ 1,050,00	
MEDICARE	5201-710-213			\$ 120.00		\$ 120.00	
Maintenance Technician	5201-710-139			\$ 7,500.00		\$ 7,500.00	
Unforseen salary (contingency)				17.5		\$ -	
OTHER UTILITIES	5201-730-319						
High Tide Cell (Besco)				\$ 3,500,00	3690	\$ (190.00)	
AEP		2340		\$ 40,000.00		1	
DelCo Water		34		\$ 1,100.00			
Spectrum Phone and Internet		142		\$ 1,500.00			
Unforeseen Utilities				\$ 5,000.00		\$ 5,000,00	
Sub Total		2516		\$ 51,100.00			
OTHER CAPITAL OUTLAY (OWDA)	5201-800-590			\$ 66.328.21	10.0.	\$ 66.328.21	
DUES & FESS	5201-549-391			\$ 1,300,00	40		
EPA Sludge Fee				\$ 100.00			
EPA annual discharge fee for WWTP		7		\$ 500.00		\$ 500.00	
SALARIES-LEGAL COUNSEL	5201-750-140			\$ 1,800.00		\$ 1,800,00	
POSTAGE	5201-790-322	72		\$ 800.00			
PRINCIPAL (OWDA, OPWC, DESIGN LOAN	5201-850-710	68741		\$ 300,000.00			
INTEREST (OWDA, OPWC, DESIGN LOAN)	5201-850-720	79631		\$ 200,000.00			
OTHER-OTHER	5201-541-690			4 200,000.00	10001	0	
SEWER ACCOUNT TOTALS		\$ 173,256.00	\$ 141,213.00	\$ 1,309,239.21	\$ 341,276.00	\$ 967,963.21	\$ 661,789.00
ENTERPRISE IMPROVEMENT							
Other-Debt Service(OWDA Loan)Design	5701-850-790					\$ -	
ANNUAL BUDGET		\$ 221,451.00	\$ 236,830.00	\$ 2.990.975.75	\$ 656,416.00	\$ 2,319,350.75	\$1,274,040.00

	Village of Gale	na 2021 B	Budget			
Account		JUNE Totals				
Budget	Actual	Revenue	Budget	Paid	Balance-YTD	Revenue

PERSONNEL HOURS	Total Hrs. Worked	
Jill Love	54	
Jeff White (full time) 40hrs/wk	160	
Ted Roson (full time) 40 hrs/wk	160	
Suzanne Rease (full time) 32 hrs/wk	132	
Jodi/ Zoning 5 hrs/month	14	
Michelle Dearth (part time) 12 hrs/wk	58.5	
Levi Koehler (full time) 40 hrs/wk	160	
Cody Hale (full time) 40 hrs/wk	160	



ZONING, FLOOD PLAIN, AND PROPERTY MAINTENANCE REPORT JULY 13, 2021

MAJOR SUBDIVISIONS:

- Retreat at Dustin: Storm Water inspections have been conducted by the Zoning Inspector and Mark Rufener of KEM. Phase 2 construction is underway.
- Arrowhead Lake Estates: Storm Water inspections have been conducted by the Zoning Inspector and Mark Rufener of KEM. Construction of homes is underway. Phase 2 construction is underway. Mark and Levi met on site to discuss drainage.
- Blackhawk Phase-D: Storm Water inspections have been conducted by the Zoning Inspector and Mark Rufener of KEM. Homes are under construction.
- Miller Farm: Engineering has been approved by the Planning and Zoning Commission. Some details are still being worked out by the Village Engineer. The Development Agreement is under review by Village staff.

DEVELOPMENT PLANS

- 1811 South Galena Rd.: Development plan and rezoning has been approved by council. An amendment to the development plan has been submitted and approved.
- 51 Middle St.: The development plan for the veterinary clinic was approved at the April meeting. Project is in the engineering phase.

VIOLATION PROGRESS REPORT:

Exterior Property Maintenance: A list of major property maintenance issues is being compiled. Pictures will be taken to document these issues. Violations will be mailed by 4/21/2021.

- 244 N. Walnut St: Sheds in disrepair. Correction pending.
- 263 Heathermere Loop: Unlicensed vehicle.
- 44 High St.: Refuse at rear of property and behind out buildings. Correction pending.
- 370 N. Walnut St.: Garage in disrepair, missing roof. Correction pending.

PERMITS ISSUED:

- 184 N. Walnut Storage Shed
- 665 Zoar St. New Build
- 778 Atlatl Dr. New Build
- 363 Sweet Run Cr. New Build
- 365 Sweet Run Cr. New Build
- 359 Sweet Run Cr. New Build
- 361 Sweet Run Cr. New Build
- 602 Arrowhead Dr. Deck
- 640 Flintlock Dr. New Build
- 650 Flintlock Dr. New Build
- 828 Atlatl Dr. New Build

SIDEWALK INSPECTIONS COMPLETED:

Three inspections: Pulte

MINOR SUBDIVISION APPROVAL:

None

DEVELOPMENT INQUIRIES:

Vans Valley/Joe Walker Property Meeting

Wastewater Treatment July 2021 Report

Brian Rammelsberg, Package Plant Professionals

- We had no violations this month.
- We had 12 new sewer taps this month.
- We had heavy rains on 7/11 which caused a high-level alarm in the EQ tank. We had speed up the EQ pumps to keep the level from getting too high. The rest of the plant did not have any problems. We had a total flow of 250,786 gallons which is 4 times the normal.

RESOLUTION NO. 2021-05

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF OHIO PUBLIC WORKS COMMISSION GRANT (O.P.W.C.) FOR THE WALNUT STREET CULVERT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, The Village has previously submitted an O.P.W.C.grant to fund the Walnut Street Culvert Replacement; and, WHEREAS, O.P.W.C.has advised that the grant application has been approved for 2021. NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF GALENA, DELAWARE COUNTY, OHIO AS FOLLOWS: Section 1: The Council authorizes the Village Administrator and Fiscal Officer to accept an O.P.W.C. Grant for purposes of the Walnut Street Culvert Replacement Section 2: The Fiscal Officer is authorized to spend and pledge up to the amount of (\$47,750.00) in grant matching funds. Section 3: Funds will be contributed according to the following pledges made in the grant application: OPWC Grant (maximum 75% of total project costs) ----- \$35,810 reimbursement Village of Galena (25% of total project costs) -----\$11,940 match TOTAL PROJECT ------ \$47,750 Section 5: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision making bodies of the Village of Galena which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the Village of Galena, Delaware County, Ohio. Section 6: Council hereby finds and determines that an emergency exists affecting the health, safety and welfare of the residents of the Village of Galena, such emergency consisting of the necessity to proceed with the grant project and by reason thereof Council has determined that this legislation shall take effect immediately upon its adoption. **VOTES ON RULE SUSPENSION:** Y____ **VOTES ON RESOLUTION NO. 2021-05:** Approved as to Form Jill K. Love, Mayor Date

Kenneth J. Molnar, Village Solicitor

Suzanne Rease, Fiscal Officer

Date



State of Ohio Public Works Commission

Application for Financial Assistance

ИРО	RTANT: Please consult "Instructions for Fi	nancial Assistance for Capital In	frastructure Projects" for gu	idance in co	ompletion of this form.
	Applicant: Village of Galena, Ohio		Subdivision	on Code: C)41-29148
Applicant	District Number: 17 County: Delaware				0/12/2020
	Contact: Jeffrey White (The individual who will be available during be	usiness hours and who can best answer or c	pordinate the response to questions)	Phone: \(\)	740) 965-2484
	Email: jwhite@galenaohio.gov			FAX: _	
	Project Name: Walnut Street Culvert Rep	olacement		Zip Code	; <u>43021</u>
	Subdivision Type	Project Type	Funding	Request S	Summary
t		(Select single largest component by \$) 1. Road	(Automatically populates for Total Project Cost:	rom page 2)	50,300 .00
Project	2. City	2. Bridge/Culvert	1. Grant:		35,810 .00
6	3. Township	3. Water Supply	2. Loan:		11,9400
	4. Village	4. Wastewater	 Loan Assist Credit Enha 		0.0
	5. Water (6119 Water District)	5. Solid Waste 6. Stormwater	Funding Requested:		<u>47,750</u> .0
D	istrict Recommendation	(To be completed by the District			
(S	Funding Type Requested	SCIP Loan - Rate:			
Ė	State Capital Improvement Program	RLP Loan - Rate:	_ % Term: Yrs	Amount:)
E	Local Transportation Improvement Program	Grant:		Amount:)
L	Revolving Loan Program Small Government Program	LTIP:		Amount:).
-	District SG Priority:	Loan Assistance / Cred	lit Enhancement:	Amount:	0
F	or OPWC Use Only				
	STATUS	Grant Amount:	00 Loan T	уре:	SCIP RLP
Pro	ject Number:	Loan Amount:	00 Date C	onstruction	n End:
		Total Funding:	00 Date N	laturity:	
Rel	ease Date:	Local Participation:	% Rate:		%
OP	WC Approval:	OPWC Participation:	% Term:		Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar) 1.1 Project Estimated Costs

Engineering Services			
Preliminary Design: 1,800 .0	00		
Final Design: 3,200 .0	00		
Construction Administration: 3,300 .0	00		
Total Engineering Services:	a.)	8,300 .00	22 %
Right of Way:	b.)	00.	
Construction:	c.)	38,000 .00	
Materials Purchased Directly:	d.)	.00	
Permits, Advertising, Legal:	e.)	200 .00	
Construction Contingencies:	f.)	3,800 .00	10 %
Total Estimated Costs:	g.)	50,300 .00	
1.2 Project Financial Resources			
Local Resources			
Local In-Kind or Force Account:	a.)	.00	
Local Revenues:	b.)	2,550 .00	
Other Public Revenues:	c.)	.00	
ODOT / FHWA PID:	d.)	.00	
USDA Rural Development:	e.)	.00	
OEPA / OWDA:	f.)	.00	
CDBG: County Entitlement or Community Dev. "Formula" Department of Development	g.)	00	
Other:	h.)	.00	
Subtotal Local Resources:	i.)	2,550 .00	5 %
OPWC Funds (Check all requested and enter Amount)			
Grant: 75 % of OPWC Funds	j.)	35,810 .00	
Loan: 25 % of OPWC Funds	k.)	11,940 .00	
Loan Assistance / Credit Enhancement:	i.)	00. 0	
Subtotal OPWC Funds:	m.)	47,750 .00	95 %
Total Financial Resources:	n.)	50,300 .00	100_ 9

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1, this

Project Loan Agreement ("Agreement") is entered into July 6, 2021 by and between the State of

Ohio, acting by and through the Director of the Ohio Public Works Commission ("Director" or the

"OPWC"), and Village of Galena ("Recipient"), in respect of the Project named

Walnut Street Culvert Replacement as described in Appendix A of this Agreement ("Project") to

provide 94.9 % of the total Project cost ("Participation Percentage"), not to exceed

Forty Seven Thousand Seven Hundred Fifty Dollars (\$ 47,750), for the sole and

express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement
and the Appendices as attached.

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

- DEFINITIONS AND GENERAL PROVISIONS. The following words and terms as used in this
 Agreement shall have the following meanings.
 - "Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.
 - "Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.
 - "Capital Improvement Project" means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.
 - "Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section V. A. or authorized designee as per written notification to the Director.
 - "Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section V. A, or authorized designee as per written notification to the Director.
 - "Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

"Cost of Project" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

"District Committee" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section164.04.

"Effective Date" means the date set forth on Page One of this Agreement.

"Eligible Project Costs" means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

"Governing Body" means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

"Local Subdivision" means a county, municipal corporation, township, sanitary district or reginal water and sewer district of the State.

"Local Subdivision Contribution" means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

"Note" means the promissory note provided to the Chief Financial Officer of record,

"Participation Percentage" means the rounded percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the rounded percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

"Private Person" means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

"Project" means the scope of work specified in Appendix A.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written

notification to the Director.

"Repayment Amount" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a governmental unit, as used in Code Sections 141 and 148.

"Utility" means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

- II. FINANCIAL ASSISTANCE GRANT. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed Thirty Five Thousand Eight Hundred Ten Dollars (\$ 35,810). Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.
- III. FINANCIAL ASSISTANCE LOAN. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed Eleven Thousand Nine Hundred Forty Dollars

 (\$ 11,940), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.
 - A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:
 - It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
 - It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
 - It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.
 - B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and

the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

- C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.
- D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.
- E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.
- F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.
- G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.
- H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:
 - The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
 - The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

- I. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:
 - The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
 - The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Administrator.
- J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:
 - 1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
 - 2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.
 - The OPWC shall be released from all obligations to Recipient.
 - 4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.
- K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.
- L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.
- M. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

- IV. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.
- V. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.
- VI. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:
 - A. Project Administration Designation. Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.
 - B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- A Disbursement Request Form properly certified by the Project Manager, Chief Executive Officer and the Chief Fiscal Officer; and

 Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

- C. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.
- D. Project Scope. The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.
- E. Project Cost Overruns. If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.
- VII. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:
 - A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.
 - B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.
- VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. The Recipient represents warrants and covenants for the benefit of the Director as follows:
 - A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
 - B. The Recipient has the power to enter into and perform its obligations under this Agreement and

has been duly authorized to execute and deliver this Agreement.

- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. Use of the Project Qualified Service Contracts.
 - General. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
 - Qualified Service Contracts. A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.
 - a. Qualified Service Contracts Rev. Proc. 2017-13. Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:
 - The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;
 - c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a

per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

- d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;
- e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;
- f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;
- g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);
- The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;
- i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and
- j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:
 - Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

- shareholders, partners, members, and employees of the Service Provider;
- (ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and
- (iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.
- Qualified Service Contracts Rev. Proc. 97-13. A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

- a. The compensation for services provided pursuant to the Service Contract is reasonable;
- b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;
- c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:
 - (i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (e.g., the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

- (ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or
- (iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or
- (iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or
- (v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a "per-unit fee" means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or
- All of the compensation for services is based on a percentage of fees (vi) charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (e.g., health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (e.g., a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

- (vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.
- d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;
- e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;
- f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and
- g. The Recipient and the Service Provider are not Related Parties.
- 4. Exceptions. The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.
- G. Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:
 - The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);
 - All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt
 Organization, upon providing prior written notice to the Director, for as long as the loan
 is outstanding;
 - 3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

- 4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- H. General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.
- Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- J. Construction Contract. If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
 - Ohio Preference. The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
 - Domestic Steel. The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
 - Prevailing Wage. The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 - Equal Employment Opportunity. The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 - Construction Bonds. In accordance with Ohio Revised Code 153.54, et. seq., the
 Recipient shall require that each of its Contractors furnish a performance and payment
 bond in an amount at least equal to 100% of its contract price as security for the faithful
 performance of its contract;
 - 6. Insurance. The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
 - 7. Supervision. The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- IX. PROGRESS REPORTS. The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

- AUDIT RIGHTS. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all X. books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.
- XI. GENERAL ASSEMBLY APPROPRIATION. The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XII. THIRD PARTY RIGHTS AND LIABILITY. 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 that 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 the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.
- XIII. TERMINATION. The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
- XIV. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XV. SEVERABILITY. If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XVI. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.
- XVII. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not

- define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.
- XVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.
- XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds
- XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, State and local laws, rules, regulations and ordinances.
- XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. CQ06Y / CQ07Y is effective as of the date first written above.

RECIPIENT

STATE OF OHIO Ohio Public Works Commission

Jeffrey White, Village Administrator

Village of Galena 109 Harrison Street P.O. Box 386 Galena, OH 43021 Linda S. Bailiff, Director

Ohio Public Works Commission 65 East State Street, Suite 312 Columbus, OH 43215-4213

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) Project Schedule. Construction must begin within one year of July 6, 2021 . Construction is scheduled to begin July 15, 2021 with completion by October 15, 2021 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.
- 2) Project Administration Designation. The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:

Jeffrey White, Village Administrator Suzanne Rease, Fiscal Officer Jeffrey White, Village Administrator to act as the Chief Executive Officer; to act as the Chief Fiscal Officer; and to act as the Project Manager.

3) Project Location & Description. The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

The project will take place on a culvert on Walnut Road in the Village of Galena. Construction starts approximately 25 feet east of the Walnut Street centerline and extends to the west approximately 280 feet to an adequate outfall.

Description:

The project consists of the replacement of an existing failing culvert under Walnut Street and associated pavement repair. A shallow swale will be reconstructed from the west right of way line, west 280 feet to an adequate outfall with erosion control matting, rock channel protections, and seeding and mulching.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

- OPWC/Local Subdivision Participation Percentages: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 5.1% of the total Project Cost. The OPWC Participation Percentage shall be 94.9% not to exceed \$ 47,750.
- Project Financing and Expenses Scheme: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Engineering	
b) Construction Administration	8,30
c) Right-of-Way	
d) Construction	
e) Permits, Advertising, Legal	38,00
f) Construction Contingencies	20
Total Estimated Costs	3,800
25th 25th accuracy Costs	50,300
Project Financial Resources	
a) Local Resources	
, —	
In-kind/Force Account	0
Local Revenues	
Public Revenue – ODOT/FHWA	2,550
Public Revenue – OEPA/OWDA	0
Public Revenue – Other	0
Total Local Resources	0
b) OPWC Funds	2,550
Grant	
Loan	35,810
Total OPWC Funds	11,940
Total Financial Resources	47,750
	50,300

PROMISSORY NOTE

\$ 11,940 July 6, 2021

Village of Galena CQ07Y

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at 65 E. State Street, Suite 312, Columbus, OH 43215, or at such other place as the holder hereof may designate in writing the principal sum of \$ 11,940 or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to 0% per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of 20 years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in Village of Galena, Delaware , Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By:			
	Suzanne Rease, Fiscal Officer		

RESOLUTION NO. 2021-06 (1st Reading, Emergency)

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE BID AND AWARDING A CONTRACT TO ELITE EXCAVATING COMPANY OF OHIO, INC. FOR WALNUT STREET CULVERT REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Galena solicited bids for the construction of the Walnut St. culvert replacement

WHEREAS, pursuant to the Statute, such solicitation was advertised for bids and pursuant to such solicitation bids were received and opened on July 8, 2021, and,

WHEREAS, Council having determined to accept the bid of \$45,93250 being the lowest and best bid for the project.

	D BY THE V	LLAGE OF GALENA,	DELAWARE COUNTY,		
Council hereby accepts the bid of \$45,932.50. for construction of the Walnut Street culvert replacement the bid which is attached hereto and incorporated herein by reference.					
That the Village Administrator is authorized to execute a contract on behalf of the Village of Galena.					
That the Fiscal Officer is authorized to secure and confirm all funds associated with the project before execution of a contract.					
That it is hereby found and determined that all formal actions of this Council concerning and relating to passage of this <i>Resolution</i> were adopted in an open meeting of the Council, and that all deliberations of this Council and any of the decision-making bodies of the Village of Galena which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the Village of Galena, Delaware County, Ohio.					
residents of the Village of Galena	, such emergency	consisting of the necessity to	proceed with the grant project		
N RULE SUSPENSION:	Y	N			
N RESOLUTION NO. 2021-06:	Y	N			
	Council hereby accepts the bid of bid which is attached hereto and it. That the Village Administrator is. That the Fiscal Officer is authorized execution of a contract. That it is hereby found and determ of this <i>Resolution</i> were adopted it and any of the decision-making be meetings open to the public in a County, Ohio. Council hereby finds and determ residents of the Village of Galena and by reason thereof Council Is.	Council hereby accepts the bid of \$45,932.50. for bid which is attached hereto and incorporated herei. That the Village Administrator is authorized to exe. That the Fiscal Officer is authorized to secure a execution of a contract. That it is hereby found and determined that all forms of this <i>Resolution</i> were adopted in an open meeting and any of the decision-making bodies of the Village meetings open to the public in compliance with a County, Ohio. Council hereby finds and determines that an emergeresidents of the Village of Galena, such emergency and by reason thereof Council has determined the adoption. NRULE SUSPENSION: Y	Council hereby accepts the bid of \$45,932.50. for construction of the Walnut S bid which is attached hereto and incorporated herein by reference. That the Village Administrator is authorized to execute a contract on behalf of the That the Fiscal Officer is authorized to secure and confirm all funds assoc execution of a contract. That it is hereby found and determined that all formal actions of this Council condocted for this Resolution were adopted in an open meeting of the Council, and that all and any of the decision-making bodies of the Village of Galena which resulted meetings open to the public in compliance with all legal requirements of the County, Ohio. Council hereby finds and determines that an emergency exists affecting the heresidents of the Village of Galena, such emergency consisting of the necessity to and by reason thereof Council has determined that this legislation shall take adoption. NRULE SUSPENSION: Y		

zanne Rease, Fiscal Officer of t	<u>CERTIFICATE</u> he Village of Galena, Ohio hereby certi of the most public places as determined be	fy that publication of this resolution Council in Resolution 2015-13	ntion was duly mad 8.
ing the copies mercer at the (c)	o, m. mass. France, I says as a contract of		
	Fiscal Officer	Date	

 $file: ///C: \Users \U$



July 8, 2021

Village of Galena Jeffrey White Administrator 109 Harrison St Galena, Ohio 43021

Re:

Bid Award Recommendation Walnut St Culvert Replacement

Dear White:

Bids were received and publicly read on July 8, 2021 at the Village Hall of The Village of Galena for the above referenced project. The bids were reviewed and summarized as follows:

Elite Excavating Company of Ohio, Inc.

\$ 45,932.50

The low bid was 9.89% above the Engineer's estimate of \$41,800.00. The bids were checked for mathematical correctness and all bids are correct.

As a result of the review, it is recommended to award the contract to Elite Excavating Company of Ohio, Inc. for the amount of \$45.932.50, contingent upon your review and approval of the bid forms.

A summary of the bid tabulation is enclosed for your review and final approval. If there are any questions, or further information is required, please contact this office.

Sincerely,

K. E. McCartney & Associates, Inc.

Mark Rufener, P.E., CPESC, CPSWQ General Civil Services Manager

RESOLUTION NO. 2021-08 (1st Reading, Emergency)

A RESOLUTION AUTHORIZING AN INCREASE IN THE BUDGET IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED DOLLARS (\$58,300); AUTHORIZING DISBURSEMENT OF THESE FUNDS FOR THE PURPOSE OF THE WALNUT STREET CULVERT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Galena has authorized \$58,300 to complete the Walnut Street Culvert Project, And

WHEREAS, the Village of Galena needs to increase the budget \$58,300 to construct the Galena Walnut Street culvert project, and adjust the budget accordingly and allow for expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF GALENA, DELAWARE COUNTY, OHIO AS FOLLOWS:

- Section 1: That Council hereby authorizes an increase in the budget in the amount of Fifty-eight thousand three hundred dollars (\$58,300.00) to construct the Walnut Street Culvert Project, And
- Section 2: Council hereby authorizes the expenditure of the funds to construct the Walnut Street Culvert Project, And
- **Section 3:** That the Fiscal Officer is ordered to receipt for these funds and disburse the same from the appropriate budgetary accounts.
- Section 4: That it is hereby found and determined that all formal actions of this Council concerning and relating to passage of this *Resolution* were adopted in an open meeting of the Council, and that all deliberations of this council and any of the decision-making bodies of the Village of Galena which resulted in such formal actions were in meeting open to the public in compliance with all legal requirements of the Village of Galena, Delaware County, Ohio.
- Section 5: Council hereby finds and determines that an emergency exists affecting the health, safety and welfare of the residents of the Village of Galena such emergency arising out of the necessity to have funds available for the immediate payment towards the engineering costs associated with developments prior to the next scheduled Council Meeting and by reason thereof Council declares that this legislation shall take effect immediately upon its adoption.

VOTES ON RULE SU	SPENSION:	Y	N
VOTES ON RESOLU	TION NO. 2021-08	Υ	N
Jill K. Love, Mayor	Date	APPROVE	AS TO FORM
Suzanne Rease, Fiscal C	Officer Date		nar, Village Solicitor

Certification: I, Suzanne Rease, Fiscal Officer of the Village of Galena, Ohio hereby certify that publication of this resolution was duly made by posting true copies thereof at five (5) of the most public places as determined by Council in Resolution 2015-18.

ORDINANCE NO. 2021-13 (2nd Reading, Emergency)

AN ORDINANCE CERTIFYING DELINQUENT SEWER SERVICE ACCOUNTS TO THE COUNTY AUDITOR FOR LIEN CERTIFICATION FOR THE PERIOD OF AUGUST 31, 2021 AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Galena maintains a sanitary sewer treatment and collection system and imposes certain sanitary sewer service use charges, and,

WHEREAS, delinquent sanitary sewer service charges may be certified by the County Auditor for the purpose of placing liens on delinquent premises to be collected with county real estate taxes, and,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF GALENA, DELAWARE COUNTY, OHIO, AS FOLLOWS:

Section 1: The Fiscal Officer is authorized to present a certified copy of this legislation to the Delaware County Auditor for purposes of placing liens upon the properties reflected on the list attached hereto as *Exhibit "A"* for delinquent sanitary sewer use charges and collection of those liens with county real estate taxes, the liens accruing for the period of August 31, 2020 through August 31, 2021. Solicitor or Fiscal Officer can delete an account if paid.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to passage of this *Ordinance* were adopted in an open meeting of the Council and that all deliberations of this Council and any of the decision making bodies of the Village of Galena which resulted in such formal actions were in meeting so open to the public in compliance with all legal requirements of the Village of Galena, Delaware County, Ohio.

Section 3: Council finds and determines that an emergency exists affecting the health, safety and welfare of the residents of the Village of Galena, such emergency arising out of the necessity to certify *Delinquent Sanitary Sewer Liens* to the County Auditor prior to the next regularly scheduled Village Council Meeting for certification of those liens to the tax duplicate and by reason thereof Council determines that this legislation shall take effect immediately upon its adoption.

VOTES ON RULE SUSPENSION VOTES ON ORDINANCE NO.:		Y Y	N	
Suzanne Rease, Fiscal Officer APPROVED AS TO FORM:	Date	Jill K. Love, Mayor	Date	
Kenneth J. Molnar, Solicitor	Date			

CERTIFICATION

I, Suzanne Rease, Fiscal Officer of and accurate copies of <i>Ordinance</i> 2 to the county auditor for lien certific	2021-13. An Ordinand	ce certifying delinqu	uent sanitary sewer se	rvice accounts
	(71 10 00		
	Suzanne Rease	e, Fiscal Officer		

LIENS PLACED ON DELINQUENT SEWER BILLS EXHIBIT "A"

Name & Address	Auditor's Parcel No.	Certified Delinquent Amount From August 31, 2020 to August 31, 2021
Kevin Rankin 467 Melimare Dr. Galena, OH 43021	417-440-06-010-000	\$1142.63
Jesica Kantner 141 Heathermere Loop Galena, OH 43021	417-430-10-009-000	\$558.68
Roy Douglas Merchant 99 Walnut St. Galena, OH 43021	417-431-04-036-000 417-431-04-037-000	\$178.47
Susan Castellano 286 Hawking Dr. Galena, OH 43021	417-430-11-015-000	\$649.81
Staci Linnabary 244 Walnut St. Galena, OH 43021	417-431-05-013-000	\$649.81