

**Council of the Village of Glendale, Ohio**

**Regular May Meeting**

**Monday, May 1, 2023, 7:00 p.m.**

**80 E. Sharon Ave., Glendale, Ohio 45246**

**Agenda**

**I. Establishment of Quorum & Approval of Agenda**

**II. Approval of Minutes**

1. April 3, 2023 Regular Council Meeting
2. April 24, 2023 Special Council Meeting

**III. Public Comment/Presentations**

1. Kevin Parrish

**IV. Old Business**

1. **Ordinance 2023-18** An Ordinance Authorizing Amendment of the 2023 Appropriations of the General Fund, and Declaring an Emergency (*3<sup>rd</sup> read*)
2. **Ordinance 2023-19** An Ordinance Authorizing Amendment of the 2023 Appropriations of the General Fund, and Declaring an Emergency (*3<sup>rd</sup> read*)

**V. New Business**

1. **Ordinance 2023-20** An Ordinance Amending Chapters 91, 93 and 94 of the Glendale Codified Ordinances, and Declaring an Emergency
2. **Ordinance 2023-21** An Ordinance Authorizing Amendment of the 2023 Appropriations of the Sanitary Sewer Fund, and Declaring an Emergency
3. **Resolution 2023-10** A Resolution Authorizing the Village Administrator to Apply For, Accept, Sign All Necessary Documents and Enter into a Water Supply Revolving Loan Account (WSRLA) Agreement on Behalf of the Village of Glendale for Design or Construction of Water Facilities; and Designating a Dedicated Repayment Source for the Loan
4. **Resolution 2023-11** A Resolution Executing the Auditor of State Uniform Accounting Network Participation Agreement

**VI. Reports from Mayor, Village Administrator, Committees, Clerk & Treasurer**

**1. Mayor's Report**

**Births & Deaths - None reported**

2. **Village Administrator's Report**

3. **Committee Reports**

Finance Committee

Fire Committee

Laws & Claims Committee

Police Committee

Public Buildings & Historic Preservation Committee

Recreation & Playgrounds Committee

Streets, Public Improvements & Lights Committee

Utilities Committee

4. **Reports from the Clerk & Treasurer**

**VII. Financial Reports**

1. **2023-04** General Operating Checking check register
2. **March 2023 financial report**
3. **1<sup>st</sup> quarter 2023 utilities financial report**

**VIII. Adjournment**

**The next regular Council meeting is scheduled for June 5, 2023 at 7:00 p.m.**

VILLAGE OF GLENDALE  
STATE OF OHIO

ORDINANCE 2023-18

AN ORDINANCE AUTHORIZING AMENDMENT OF 2023 APPROPRIATIONS OF THE  
GENERAL FUND, AND DECLARING AN EMERGENCY

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BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The 2023 appropriations for the General Fund are to be amended as listed:

<u>Fund</u>	<u>Department</u>	<u>Function</u>	<u>Increase</u>
101	701	Operations	\$46,000

SECTION II This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices and to ensure the continuation of important Village projects. Therefore, this ordinance shall take effect immediately upon its passage.

First Read: April 3, 2023

Second Read: April 24, 2023

Third Read: May 1, 2023

Passed: May 1, 2023

Attest:

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Don Lofty, Mayor

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Rebecca Terrell, Clerk

VILLAGE OF GLENDALE  
STATE OF OHIO

ORDINANCE 2023-19

AN ORDINANCE AUTHORIZING AMENDMENT OF 2023 APPROPRIATIONS OF THE  
GENERAL FUND, AND DECLARING AN EMERGENCY

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BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The 2023 appropriations for the General Fund are to be amended as listed:

<u>Fund</u>	<u>Department</u>	<u>Function</u>	<u>Increase</u>
101	302	Operations	\$7,500

SECTION II This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices and to ensure the continuation of important Village projects. Therefore, this ordinance shall take effect immediately upon its passage.

First Read: April 3, 2023

Second Read: April 24, 2023

Third Read: May 1, 2023

Passed: May 1, 2023

Attest:

---

Don Lofty, Mayor

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Rebecca Terrell, Clerk

**VILLAGE OF GLENDALE  
STATE OF OHIO**

**ORDINANCE 2023-20**

**AN ORDINANCE AMENDING CHAPTERS 91, 93 AND 94 OF THE CODIFIED  
ORDINANCES OF THE VILLAGE OF GLENDALE, AND DECLARING AN EMERGENCY**

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**WHEREAS,** the Council of the Village of Glendale has determined enhanced enforcement of property maintenance is a necessary activity in the Village to address blighted properties, junk vehicles, and other hazardous or unsanitary conditions; and

**WHEREAS,** National Inspection Corporation (NIC) has been hired to perform this work on behalf of the Village, at the direction of the Village Administrator; and

**WHEREAS,** the current codified ordinances require amendment to improve accessibility for the general public and enforceability by NIC and the Village Administrator; and

**WHEREAS,** the referenced amendments below have been reviewed and approved by NIC, the Village Administrator and the Village Solicitor;

**BE IT ORDAINED,** by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

**SECTION I** Chapter 91 of the Ordinances of the Village of Glendale is hereby amended as attached in Exhibit A, and incorporated by reference herein.

**SECTION II** Chapter 93 of the Ordinances of the Village of Glendale is hereby repealed in its entirety.

**SECTION III** Chapter 93 of the Ordinances of the Village of Glendale is hereby amended to read as attached in Exhibit A, and incorporated by reference herein.

**SECTION IV** Chapter 94 of the Ordinances of the Village of Glendale is hereby repealed in its entirety.

**SECTION V** Chapter 94 of the Ordinances of the Village of Glendale is hereby amended to read as attached in Exhibit A, and incorporated by reference herein.

**SECTION VI** This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to promptly address property maintenance violations, which may pose a risk to

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***ORDINANCE 2023-20***

***AN ORDINANCE AMENDING CHAPTERS 91, 93 AND 94 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF GLENDALE, AND DECLARING AN EMERGENCY***

public health and safety and ensure the continuation of important Village projects. Therefore, this ordinance shall take effect immediately upon its passage.

Passed:            May 1, 2023

Attest:

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Don Lofty, Mayor

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Rebecca Terrell, Clerk

# Ordinance 2023-20

## Exhibit A

### CHAPTER 91 ANIMALS

Sections 91.04 (B) and (C) are to remain as written and the remainder of chapter 91 is to remain as written. **Bolded sections are to be added to existing language in §91.04(A).**

#### § 91.04 Harboring Annoying Animals

- (A) It shall be unlawful for any person to harbor or keep any animal, including but not limited to dogs, horses, insects, and fowl, which by loud and frequent or habitual noise, shall cause serious annoyance to persons in the neighborhood. **No person shall keep or harbor any animal or fowl in the Village so as to create noxious or offensive odors or unsanitary conditions which are a menace to the health, comfort, or safety of the public.** Any person who shall allow such animal to habitually remain or be lodged or fed within his or her house, store or premises, shall be considered as harboring the animal within the meaning of this section.

### CHAPTER 93 ~~HEALTH, AND SANITATION, AND NUISANCES~~

Chapter 93 is hereby repealed in its entirety and adopted as shown below.

#### § 93.01 Definitions

- (A) **LITTER** – Means garbage, trash, waste, rubbish, ashes, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass, auxiliary containers, or anything else of an unsightly or unsanitary nature.
- (B) **PUBLIC TREE** – A tree located on or along a street, sidewalk, lawn, park or other property owned by, or under the control of, the Village of Glendale. For the purposes of this section, a tree includes small seedlings or saplings planted specifically to grow to become a full-size tree.

#### § 93.02 Dumping, Littering

- (A) It shall be unlawful for any person to deposit litter upon or into any of the streets, roads, alleys, highways, public parks or places, sidewalks or gutters along the streets. Any use of this kind of the gutters, alleys, roads, streets, avenues, highways, public parks and places of the Village is prohibited.

#### § 93.03 Public Trees

- (A) It shall be unlawful for any person, other than the Village or those acting under direction of the Village Administrator, to remove or cause significant damage any public tree.
- (B) Any public tree that is removed or significantly damaged, the person causing the removal or damage shall make a compensatory payment to the Village equal to the dollar value of the tree, or a value equaling to the devaluation of the tree caused by said damage.

## *Ordinance 2023-20*

### *Exhibit A*

- (C) Payment received as described in 93.03(B) shall be deposited into the Urban Forestry Board Fund for the purpose of enhancing urban forestry in the Village.
- (D) No person, other than the Village, or those acting under direction of the Village Administrator, shall:
  - (1) Plant or transplant any tree on property belonging to, or under the control of, the Village.
  - (2) Damage, cut, carve, prune, damage the root system of, or remove any public tree; nor attach any rope, wire, nails, poster or other artifact to any public tree; nor allow any toxic substance to harm or damage any public tree; or set fire to or otherwise injure by fire, any public tree.
  - (3) Spray, inject or otherwise apply any fertilizer or pesticide, including, but not limited to, dormant oil, insecticide, fungicide, herbicide, or other biological control to any public tree. This provision shall not apply to inadvertent overspray of any fertilizer or other biological control.

#### **§ 93.04 Excessive Sound and Noise Prohibited**

- (A) No person, firm or corporation shall operate, cause to be operated or permit to be operated any whistle, rattle, bell, gong, clapper, hammer, drum, horn, radio, phonograph, or other sound-producing or sound amplifying instrument so as to emit loud raucous noises or in any other way create noise or sound in such a manner as to disturb the peace and quiet of a neighborhood or as to interfere with the transaction of business or other ordinary pursuits.
- (B) No person, firm or corporation shall operate, cause to be operated or permit to be operated any whistle, rattle, bell, gong, clapper, hammer, drum, horn, radio, phonograph, television, tape player, loud speaker or any other electronically amplified sound device, instrument, machine or equipment in such a manner and to be of such intensity and duration as to create unreasonable noise or loud sound and which causes inconvenience and annoyance to persons of ordinary sensibilities. It shall be prima facie unlawful for a person, firm or corporation to operate, cause to be operated or permit to be generated, sound by the above described devices or by any other means under the following circumstances.
  - (1) No person, firm or corporation, by any means, shall, between the hours of 7:00 a.m. and 10:00 p.m. on weekdays (Monday through Thursday), 7:00 a.m. and 12:00 midnight on Fridays, and between 8:00 a.m. and 12:00 midnight on Saturdays, Sundays and legal holidays, make, resume, continue, cause or permit any noise of such a character, intensity and duration as to unreasonably disturb the peace and quiet of two complainants from separate households, or in the judgement of a police officer, acting as one of the complainants, constitute a nuisance, or be detrimental to the life or health of any individual. Between the hours of 10:00 p.m. and 7:00 a.m. on weekdays (Monday through Friday morning), 12:01 a.m. and 8:00



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### Exhibit A

a.m. on Saturdays and Sundays and legal holidays, a single complainant, either a resident or a police officer, will be sufficient to allege a violation of this section.

- (2) Any construction work on property within hearing distance of property used for residential purposes shall not take place between the hours of 10:00 p.m. and 7:00 a.m. on weekdays (Monday through Friday morning), and between 10:00 p.m. and 8:00 a.m. on Saturdays and Sundays and legal holidays. **CONSTRUCTION WORK** shall be defined as any type of work which requires a building permit. This section shall not apply to any construction work performed by the city for the health, safety and welfare of the people of Glendale.
  - (3) No person, being the owner, or person in possession, of a motor vehicle with a device described above, shall cause or permit any noise emanating from the motor vehicle which is plainly audible at a distance of 50 feet from the motor vehicle. The lawful use of a motor vehicle horn shall not be a violation of this section.
  - (4) All noise from the use of such electronically amplified sound devices shall be contained to the property on which such devices are located.
- (C) In determining whether a noise is of such a character as to unreasonably disturb the peace and quiet of the community, a court shall consider the following factors:
- (1) Complaints of neighbors regarding the noise;
  - (2) The time of day at which the noise takes place;
  - (3) The intensity and duration of the noise;
  - (4) The type of noise produced; and
  - (5) The alternate means available without excessive noise.
- (D) It shall be presumed to be a violation of this section if notice to cease and desist producing a noise has been given to any person and that person continues to make, cause or permit a noise of similar intensity and duration.
- (E) Nothing herein shall be construed to affect the reasonable giving of information for religious, educational, cultural, or political purposes or the usual and reasonable operation of rail-ways, emergency warning devices, and motor vehicles or to prohibit the reasonable use of automobile warning devices, the reasonable ringing of church bells, the reasonable and ordinary noises attendant on athletic contests or lawful public or semi-public meetings, parades, or celebrations or the right of free speech guaranteed to the citizens of the United States. The following are further exempted from noise/sound restrictions:
- (1) Noises resulting from any work made necessary to restore property to a safe condition or work required to protect persons or property from imminent exposure to danger.
  - (2) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefore has been granted by the village.

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- (3) Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations, and air traffic control instruction.
- (F) For the purpose of this section, a request to desist means actual notice of the disturbance by any person to the offender or to an employee or representative of the offender. Once such a request to desist is made, it shall continue to be effective for the purposes of this section beyond the immediate time period in which it is given, and is effective even if the noise disturbs persons other than the person who makes the request to desist.

### **§93.05 Cellar Doors, Drains, Wells, and Cisterns to be Closed at Night**

- (A) It shall be unlawful for any person owning or occupying any cellar, the door of which may be in any street or avenue of the village, to allow the cellar door to remain open between twilight in the evening and daylight of the morning following, without having a light in the cellar way, or for any person to have open any drain, well, cistern, cellar, or other hole, on any sidewalk, or in any street, avenue, or alley of the village, between twilight in the evening and daylight of the morning following, without having the hole properly lighted and guarded.

### **§93.99 Penalty**

- (A) Whoever violates any provision of this chapter for which no penalty is otherwise provided, shall be fined not more than \$100. A separate offense shall be deemed committed on each day that a violation occurs or continues.

## **CHAPTER 94 PROPERTY MAINTENANCE CODE**

*Chapter 94 is repealed in its entirety and replaced with the following.*

### **§94.01 Adoption**

The 2021 International Property Maintenance Code as published by the International Code Council is designated as the Glendale Property Maintenance Code, subject to the amendments set forth in this Chapter. Copies of the code shall be on file with the office of the Village Administrator. The 2021 International Property Maintenance Code as referred to in this Chapter is also referred to as, "IPMC."

### **§94.02 Amendments**

The following sections of the above-adopted IPMC are amended as follows:

- (A) Section 101.1 is hereby repealed and replaced with the following: 101.1 Title. These regulations shall be known as the Property Maintenance Code of the Village of Glendale, Ohio hereinafter referred to as "this code."
- (B) Section 102.7 is hereby repealed.
- (C) Section 103.1 is hereby repealed and replaced with the following: 103.1 Creation of agency. The Glendale Property Maintenance Department is hereby created and the official in

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## Exhibit A

charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

- (D) Section 103.2 is hereby repealed and replaced with the following: 103.2 Appointment. The Village Administrator, or their designee, shall serve as the *code official*.
- (E) Section 103.3 is hereby repealed.
- (F) Section 111.4.2 is hereby repealed and replaced with the following: 111.4.2 Method of service. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods: 1. A copy is delivered personally. 2. A copy is posted in a conspicuous place on the *premises*. 3. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested. 4. A copy is delivered in any other manner as prescribed by local law. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.
- (G) Section 202 definition of "INOPERABLE MOTOR VEHICLE" is hereby repealed.
- (H) Section 202 is hereby amended to include: JUNK VEHICLE. "JUNK VEHICLE" shall mean:
  - A Motor Vehicle, Trailer, Motorcycle, Watercraft or Recreational Vehicles that possesses any or all of the following types of damage: deflated, wrecked, or missing tires or rims; missing or wrecked body parts; broken or missing headlights, taillights or brake lights; broken, cracked or missing windows or windshields; missing all or part of the motor or transmission; missing or invalid license plate(s); or a vehicle that is otherwise apparently inoperable.
- (I) Section 302.4 is hereby amended to replace, "[JURISDICTION TO INSERT HEIGHT IN INCHES]" with, "eight (8) inches."
- (J) Section 302.8.1 is hereby created, "With the exception of collector's vehicles, parking or storage of any motor vehicle, trailer, sailboat, or powercraft shall be permitted only on an improved surface."
- (K) Section 304.14 is hereby amended to replace, "[DATE] to [DATE]" with, "April 1 to October 1".
- (L) Section 602.3 is hereby amended to replace, "[DATE] to [DATE]" with, "April 1 to October 1".
- (M) Section 602.4 is hereby amended to replace, "[DATE] to [DATE]" with, "April 1 to October 1".
- (N) Section 109.5, Abatement, is hereby repealed and replaced with Section 94.03, Abatement, as provided in this Chapter.
- (O) Section 302.8, Vehicles, is hereby repealed and replaced with Section 94.04, Junk Vehicles, as provided in this Chapter.
- (P) Section 108, Board of Appeals, is hereby repealed and replaced with Section 154.56, Board of Appeals.

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### §94.03

### Abatement

- (A) ABATEMENT AND ASSESSMENT BY VILLAGE REGARDING NOXIOUS WEEDS AND LITTER; PROCEDURE. If the owner of any lot or land in violation of this IPMC fails to comply with the notice issued in accordance with this Code as to noxious weeds or litter as defined by this IPMC, and notice has been provided to the owner in accordance with this IPMC, the code official shall destroy the offending vegetation by spraying it with a chemical compound, approved by the County Commissioner of Health, by cutting or digging under such weeds or by any other method approved by the County Commissioner of Health, and may otherwise remove litter and debris. The code official shall report all expenses involved in the abatement of such violation, including the cost of service of notice, to Council, after such activity is completed. When noxious weeds have been cut or destroyed in accordance with this Code, and/or litter removed in accordance with this Code, the cost thereof shall be a lien on the lot or land from the date such expenses are reported to Council. The Clerk of Council shall certify such cost to the County Auditor to be placed upon the tax list and collected as other taxes are collected and returned to the Village in accordance with Ohio R.C. § 731.54
- (B) ABATEMENT AND ASSESSMENT BY VILLAGE REGARDING HAZARDOUS STRUCTURES AND OTHER NUISANCES; PROCEDURE. If the owner of any lot or land in violation of this IPMC fails to comply with the notice issued in accordance with this Code as to hazardous structures or other nuisance conditions as defined by this IMPC, and notice has been provided to the owner in accordance with this IMPC, the Council, by resolution, shall authorize and direct the appropriate Village official to abate the violation. The code official or other relevant designee shall report all expenses involved in the abatement of such violation, including the cost of service of notice, to Council, once such abatement has been completed. The Clerk of Council shall certify such cost to the County Auditor to be placed upon the tax list and collected as other taxes are collected and returned to the village in accordance with Ohio R.C. § 715.261.
- (C) ABATEMENT AND ASSESSMENT BY VILLAGE; COSTS ASSESSED.
1. For abatement action performed pursuant to the IPMC and this Section, for which the Village is able and willing to undertake using its own personnel and equipment, the costs charged against the abated property shall be invoiced at an hourly rate equivalent to the hourly rate paid to the employee or employees performing the abatement activity, plus up to 10% administrative cost over and above that amount. This additional 10% fee is intended to cover the Village's additional personnel costs, equipment depreciation, fuel costs, and similar costs.
  2. For abatement action performed pursuant to the IPMC and this Section, for which the Village contracts with a third party, the costs charged against the abated property shall be subject to the laws regarding contracting and bidding, the Village shall hire a commercially-reasonable and competent contractor or contractors to complete the abatement action, and the Village shall charge for all expenses incurred by the Village

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in connection with the abatement services performed, plus up to a 10% charge for the Village's administrative costs related thereto.

### §94.04                    **Junk Vehicles**

(A) Prohibition Against Junk Vehicles on Private Property.

No person in charge or control of any property within the Village, whether as owner, tenant, occupant, lessee, or any person otherwise having care or control of any premises within the Village, shall allow any partially dismantled, or non-operating, or wrecked, or junked, or discarded vehicle, or vehicle which does not have secured to it the full number of current license plates required by the laws of the State, to remain on such property longer than seven (7) consecutive days per calendar year and no person whether as owner, tenant, occupant, or lessee of such property or as owner, renter or other rightful user or person with a right to possession, of any such vehicle shall allow any such vehicle to remain on any property within the Village for a longer time than seven (7) consecutive days per calendar year except that this section shall not apply to such a vehicle that is stored completely within an enclosed building or garage or is otherwise specifically permitted pursuant to Zoning Code as found in the Village of Glendale, Ohio Ordinances, Chapter 154.

(B) Status of Junk Vehicles as Public Nuisance.

The location or presence of any Junk Vehicle on any public or private land or property, or public or private street, alley, or way within the Village of Glendale is hereby deemed a public nuisance and is subject to summary abatement as provided in this Section 94.04 or any other ordinance or law of the Village of Glendale or as provided under any relevant portion of the Ohio Revised Code. No person shall permit a Junk Vehicle to remain in the open on any public or private property within the Village of Glendale after receipt of a notice to remove such vehicle due to its nature as a public nuisance.

(C) Enforcement, Authority of Code Official and Notices of Violation.

Powers of the Code Official. The Code Official, as designated by this chapter, is hereby authorized and directed to enforce the provisions of this Section 94.04, through himself or through a designee. The Code Official shall have the authority to render interpretations of this Section 94.04 and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this Section 94.04. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Section 94.04.

1. Inspections. The Code Official shall make all of the required inspections, or shall accept reports of inspection by approved designees, agencies or individuals. All reports of such inspections shall be in writing. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

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2. Right of Entry. The owner, occupant, tenant, or person in charge of any property possesses the right to deny entry to any property by the Code Official or his designee for the purpose of compliance with this Section 94.04. However, nothing in this Section 94.04 shall prohibit the Code Official or his designee from asking permission from an owner, occupant, tenant, or person in charge of property for permission to inspect such property for compliance with this Section 94.04 and all other applicable laws, regulations and codes, to seek a search warrant based on probable cause, or to enter such property in case of emergency circumstances requiring expeditious action.
3. Identification. The Code Official shall carry proper identification when inspecting premises in the performance of duties under this Section 94.04.
4. Notice of Violation; Orders.
  - (a) Notice to person responsible. Whenever the Code Official determines that there has been a violation of this Section 94.04, notice shall be given in the manner prescribed in division (b) of this section as to form and division (c) of this section as to method of service to the party or parties responsible for the violation as specified in this Section 94.04.
  - (b) Form. Such notice prescribed in division (4)(a) of this section shall be in accordance with all of the following. Such notice shall:
    - i. Be in writing;
    - ii. Include a description of the property/premises sufficient for identification;
    - iii. Include a photograph or photographs of the Junk Vehicle, taken by the official making such inspection;
    - iv. Include a statement of the violation or violations and why the notice is being issued. Such statement shall include the following details to the extent such details are available: (a) the make and model of the vehicle; (b) the vehicle identification number; and (c) description of the damaged or missing parts or equipment;
    - v. Include a correction order that shall state that the responsible party has seven (7) days from time of delivery/posting of the order to either (1) remove the vehicle(s) that are the subject of the Notice; or (2) to give written notice of an appeal of the Village of Glendale pursuant to Section 94.04(E).
    - vi. Inform the party responsible of the Village's right to file to abate the violation and to file a lien in accordance with division (G)(3) of this section.
  - (c) Method of service. Such notice shall be deemed to be properly served if a copy thereof:
    - i. Is delivered personally by the Code Official or his designee and handed to an individual at the premises, or if no individual is present, a copy thereof



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### *Exhibit A*

shall be posted in a conspicuous place in or about the premises by such notice; or

- ii. Is sent by certified or first-class mail addressed to the last known address of the party responsible; or
  - iii. If mailed and returned as undelivered, such letter or a copy thereof is subsequently posted in a conspicuous place in or about the premises by such notice.
- (d) Unauthorized tampering. Signs, tags or seals posted or affixed by the Code Official shall not be mutilated, destroyed or tampered with, or removed without authorization from the Code Official.
- (e) Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Section 94.04, the Code Official shall have the authority to grant modifications for individual cases upon application of the party responsible, provided the Code Official shall first find that special individual reason makes the strict letter of this Section 94.04 impractical and the modification is in compliance with the intent and purpose of this Section 94.04 and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

#### (D) Appeal.

If any recipient of a notice of violation of this section 94.04 to remove a Junk Vehicle would like to appeal the order, a written notice of appeal must be filed with the Board of Appeals at the Village of Glendale Village Offices at 30 Village Square prior to the expiration of the seven (7) day time limit from receipt of such notice/delivery and posting of such notice. An appeal may only be filed by:

1. Appearing in person at the Village offices at 30 Village Square and completing a written notice of appeal; or
2. Sending a written notice of appeal via facsimile or regular U.S. mail, as long as received by the Village at the Village Offices at 30 Village Square prior to the expiration of the seven (7) day time limit.

#### (E) Conclusive Presumption of Junk Vehicle as a Public Nuisance.

If any recipient of a notice to remove a Junk Vehicle fails to either (1) comply with the Notice of Violation/Order; or (2) to appeal the notice in writing pursuant to the Notice and to this Section 94.04, the vehicle or vehicles that are the subject of the Order shall be conclusively presumed to be "Junk Vehicle(s)" and a public nuisance, and such public nuisance may be abated by the Police Department by way of removing the violating vehicles from the premises.

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### (F) Enforcement and Penalties

If the party responsible neither complies with the Notice of Violation/Order nor appeals the Notice within the time provided, the Code Official may institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, including the following:

1. Imposition of the penalties found in Section 94.04(G);
2. Injunctive relief; and
3. Removal and Disposal of Junk Vehicles.
  - a. The Code Official or his designee may direct the Police Department to order the Junk Vehicle towed or otherwise removed from the property or place where found in the event that the Code Official or his designee has determined, upon lawful inspection, that the junk vehicle possesses any of the following characteristics, which constitute an imminent danger to the public health, safety, or general welfare:
    - i. The Junk Vehicle has become a breeding ground or harbor for mosquitoes or other insects, snakes, rats, or other pests;
    - ii. The Junk Vehicle has become a point of heavy growth of weeds or other noxious vegetation over eight inches in height;
    - iii. The Junk Vehicle is a point of concentration of gasoline, oil, or other flammable or explosive materials;
    - iv. The Junk Vehicle is so located that there is a danger of the vehicle falling or turning over; or
    - v. The Junk Vehicle is a source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces of metal, glass, or other rigid materials.
  - b. Thereafter, such Junk Vehicle shall be deemed forfeited, to be disposed of in accordance with the terms of this section.
  - c. Prior to being removed, the Junk Vehicle shall be:
    - i. Photographed by the authorized official ordering the removal of such vehicle;
    - ii. The authorized official shall verify in writing that the vehicle is the same as described in the inspection provided under subsection 94.04(C)(4)(b);
    - iii. The authorized official shall include a written and photographic description as to the reasons the Junk Vehicle is determined to meet one or more of the characteristics of Section 94.02(H).



## *Ordinance 2023-20*

### *Exhibit A*

- iv. Once the authorized official has documented the Junk Vehicle's status per the above terms, the Police Department shall thereupon tow, remove, or cause to be removed such "Junk Vehicle" and shall immediately dispose of it to a vehicle salvage dealer, as defined in §4738.01 of the Ohio Revised Code, or a scrap metal processing facility, as defined in §4737.05 of the Ohio Revised Code.
- v. Recovery of Costs. Any monies accruing from the disposition of a Junk Vehicle that are in excess of the expenses incurred by the Village for towing, removal or storage of the vehicle shall be credited to a fund of the Village of Glendale.
- vi. Lien Filed. Any action taken by the authority having jurisdiction on such premises where costs of abatement of the violation are incurred by the Village over and above what was recoverable pursuant to the above section (v), such costs shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

#### **§94.99           Penalty**

Whoever violates any provision of this chapter for which no penalty is otherwise provided, shall be fined not more than \$100. A separate offense shall be deemed committed on each day that a violation occurs or continues, which in the case of junk vehicles under Section 94.04, each day and each individual vehicle shall constitute a separate offense.

VILLAGE OF GLENDALE  
STATE OF OHIO

ORDINANCE 2023-21

AN ORDINANCE AUTHORIZING AMENDMENT OF 2023 APPROPRIATIONS OF THE  
SANITARY SEWER FUND, AND DECLARING AN EMERGENCY

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**WHEREAS,** the Utility Department has identified the need to replace 2 scum pumps, each over 15 years old, at the Wastewater Treatment Plant;

**BE IT ORDAINED,** by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

**SECTION I** The 2023 appropriations for the General Fund are to be amended as listed:

<u>Fund</u>	<u>Department</u>	<u>Function</u>	<u>Increase</u>
602	504	Operations	\$17,500

**SECTION II** This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the continuation of important Village projects. Therefore, this ordinance shall take effect immediately upon its passage.

Passed: May 1, 2023

Attest:

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Don Lofty, Mayor

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Rebecca Terrell, Clerk

**VILLAGE OF GLENDALE  
STATE OF OHIO**

**RESOLUTION 2023-10**

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPLY FOR, ACCEPT, SIGN ALL NECESSARY DOCUMENTS AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE VILLAGE OF GLENDALE FOR DESIGN OR CONSTRUCTION OF WATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN**

- 
- WHEREAS,** the Village of Glendale is seeking to upgrade its existing water facilities; and
- WHEREAS,** the Village of Glendale intends to apply for Water Supply Revolving Loan Account (WSRLA) for the design and construction of the water facilities; and
- WHEREAS,** the Village has an agreement with Environmental Engineering Service as its Engineering Consultant for Water, Wastewater and Stormwater requirements; and
- WHEREAS,** the WSRLA Application requires an approved Engineering Work Order; and
- WHEREAS,** the WSRLA requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source;

**BE IT RESOLVED,** by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

**SECTION I** That the Village Administrator be and is hereby authorized to apply for a WSRLA loan, sign all required documents for and enter into a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency, the Ohio Water Development Authority for design and/or construction of water facilities on behalf of the Village of Glendale, Ohio; subject to prior review and approval by the Village Solicitor.

**SECTION II** That the dedicated source of repayment will be User Fees.

Passed: May 1, 2023

Attest:

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Don Lofty, Mayor

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Rebecca Terrell, Clerk

VILLAGE OF GLENDALE  
STATE OF OHIO

RESOLUTION 2023-11

A RESOLUTION APPROVING THE AUDITOR OF STATE UNIFORM ACCOUNTING  
NETWORK PARTICIPATION AGREEMENT

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**WHEREAS,** the Village of Glendale is seeking to migrate to the Ohio Auditor of State Uniform Accounting Network (UAN); and

**WHEREAS,** participation in UAN requires approval of the Participation Agreement by a majority of members of the governing body;

**BE IT RESOLVED,** by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

**SECTION I** The Auditor of State Uniform Accounting Network Participation Agreement, attached as Exhibit A and incorporated herein by reference, is hereby accepted.

Passed: May 1, 2023

Attest:

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Don Lofty, Mayor

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Rebecca Terrell, Clerk

*Resolution 2023-11*  
*Exhibit A*



**AUDITOR OF STATE  
UNIFORM ACCOUNTING NETWORK  
PARTICIPATION AGREEMENT**

**WHEREAS**, Ohio Revised Code Section 117.101 authorizes the Auditor of State ("AOS ") to establish and maintain a uniform and compatible computerized financial management and accounting system known as the Uniform Accounting Network (UAN), and to enter into necessary agreements with public offices for the provision of necessary goods, materials, supplies and services to such public offices; and,

**WHEREAS**, Village of Glendale Local Government, in Hamilton County, Ohio ("Local Government"), desires to participate in the UAN, pursuant to the terms of this Agreement and of any subsequent administrative rules adopted by AOS;

**NOW, THEREFORE**, AOS and Local Government do mutually agree as follows:

**I. GENERAL CONSTRUCTION**

AOS and Local Government recognize that the objective of the UAN is to provide public offices with efficient and economical access to data processing hardware and software as well as technical support. AOS and Local Government agree to use their best efforts to cooperate in this endeavor; and it is intended that this UAN Agreement be construed in a manner to best attain that objective. The UAN Agreement does not involve a sale of goods under Ohio law; and AOS and Local Government agree that Ohio Revised Code Chapter 1302 does not apply to this Agreement.

**II. AOS OBLIGATIONS**

**A. Generally**

All AOS obligations to Local Government concerning the UAN are represented in this Agreement and the Ohio Revised Code, and the Ohio Administrative Code. Local Government understands that while the UAN is designed to have the likely effect of reducing clerical costs related to financial management and accounting, AOS makes no representations or warranties, express or implied that reduced costs or other savings will result, or that any other improvements in performance will result. Furthermore, this Agreement does not modify or otherwise affect the duties imposed by law upon AOS or Local Government.

**B. Computer Hardware**

AOS will provide the Hardware listed in Exhibit A, attached hereto and incorporated herein (the "Hardware"), including equipment, peripherals and accessories, to execute the computer program known as "Entity Workbench." AOS will retain title to and ownership of the Hardware and provide for the maintenance of the Hardware as it

# Resolution 2023-11

## Exhibit A

UAN Participation Agreement as of July 2019  
Page 2 of 8

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deems appropriate.

AOS reserves the right to make substitutions and modifications in the specifications of the hardware at any time during the term of the Agreement. AOS will deliver the Hardware to the Installation Site, which shall be located at the address set forth in Exhibit B, attached hereto and incorporated herein.

### **C. Computer Software**

AOS will permit Local Government to use the Software and the associated documentation known as "Entity Workbench." AOS will provide copies of all Software listed in Exhibit C, attached hereto and incorporated herein, necessary for Local Government to participate in the UAN.

### **D. Installation, Training and User Manuals**

AOS will install all Software necessary for Local Government to participate in the UAN. AOS will provide training as it deems appropriate and user manuals which will remain in Local Government's custody during the term of this Agreement.

### **E. Audits**

To the extent AOS deems practicable, AOS will utilize data generated through use of the UAN to conduct future audits of Local Government. [Existing users are currently being audited in this manner.]

### **F. Additional Assistance/ Cost**

In the event it is mutually agreed between the AOS or her representative and the legislative authority of the Local Government, that additional assistance is needed by the Local Government and/or its staff, the scope of the assistance and the associated cost shall be agreed to in writing prior to or within 30 days of the start of the provision of the assistance.

## **III. LOCAL GOVERNMENT OBLIGATIONS**

Local Government obligations are represented in this Agreement as well as in any administrative rules which AOS may later adopt.

### **A. Computer Hardware**

1. Local Government agrees to follow all instructions as may be from time to time communicated by AOS to the Local Government for the care, operation and maintenance of Hardware including, but not limited to, instructions on notifying AOS of any malfunction or damage to the Hardware.
2. Local Government agrees to be responsible for the cost of repairing or

# Resolution 2023-11

## Exhibit A

replacing any Hardware which is lost or damaged due to any condition or event outside of normal and authorized use. This includes, but is not limited to, damages or loss caused by:

- a. Fire, flood, humidity, temperature, and other environmental causes;
  - b. Theft and vandalism;
  - c. The improper use of supplies, accessories, attachments, or other devices;
  - d. Unauthorized or negligent use;
3. Local Government agrees to keep all Hardware provided by AOS in a safe, hazard free environment in accordance with the Hardware manufacturer's documentation and to allow reasonable access to the Hardware by AOS and its authorized agents during normal business hours upon reasonable notice.
  4. Local Government agrees to keep all Hardware and Software provided by AOS at the authorized Installation Site specified in Exhibit B of this Agreement and will notify AOS within seven (7) days of any relocation in order to obtain reauthorization. Local Government shall affix and keep on any items provided by AOS, the bar code number identifying that the property is owned by AOS. Upon written demand of AOS or at the termination of this Agreement, Local Government agrees to pay all transportation costs for the return of the Hardware to either the Installation Site or to any other location designated by AOS.
  5. Local Government agrees that all Hardware provided by AOS to the Local Government Fiscal Officer and authorized designees of the Local Government Fiscal Officer shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.

### **B. Computer Software**

1. Local Government agrees that all Software provided by AOS to the Local Government and authorized designees of the Local Government shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.
2. Local Government agrees to make only one archival copy of the Software provided by the AOS. This copy shall be made for backup purposes only. Local Government shall not otherwise copy or duplicate any Software or program documentation provided by AOS, and shall maintain adequate security measures to safeguard the Software against unauthorized access, copying or duplication. Local Government shall also ensure that its Local Government Fiscal Officer, employees and authorized designee(s) comply with such

# Resolution 2023-11

## Exhibit A

confidentiality and non-disclosure obligations as are required. Local Government shall notify AOS within three (3) business days if it knows or has reason to know of any unauthorized access, copying, duplication or use of the whole or any part of any Software provided by AOS. Local Government agrees to be bound by the terms and conditions of any license agreement for the Software.

3. Local Government recognizes that it does not own the software provided by AOS and that it has only a right of limited use. The Local Government will not attempt to modify the Software, decompile or disassemble the object code version thereof, nor to install the Software in any other computer system. Local Government also agrees that it will keep confidential and not disclose, display, impart, divulge or otherwise reveal the contents of the Software to any third party who does not need to obtain access thereto it in the official business of the Local Government or of the State of Ohio.
4. Local Government agrees to incorporate in the Software provided by AOS all updates, enhancements and modifications issued by AOS. Local Government shall not permit anyone other than the authorized representatives of AOS to change or alter, in any way, any Software provided by AOS.
5. Local Government agrees that only Software provided by AOS will be installed on the Hardware provided by AOS. Unauthorized installation of Software will result in the Local Government being held responsible for any costs incurred in the removal of the Software or costs resulting from the unauthorized installation of Software.

### **C. Reporting**

Local Government agrees that it will, as prescribed by AOS and pursuant to instructions from AOS, transmit a copy of its data to the AOS. Local Government will also provide all information AOS may from time to time request in order to permit AOS to assure the uninterrupted performance and operation of the UAN.

### **D. User Agreement**

Local Government agrees that it shall require the Local Government Fiscal Officer, and any other authorized designee(s), before using any Hardware and/or Software, to execute the User Agreements in the forms shown in Exhibit D and E respectively, attached hereto and incorporated herein.

### **E. Insurance**

Local Government is required to maintain adequate insurance coverage for all hardware provided by AOS. Local Government's insurance shall provide for the repair and/or replacement of hardware for events including but not limited to theft, electrical failure and acts of God.



# Resolution 2023-11

## Exhibit A

UAN Participation Agreement as of July 2019  
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#### **IV. USER FEES**

##### **A. Amount**

Local Government agrees to pay into the Uniform Accounting Network Fund ("UAN Fund"), on a quarterly basis, a monthly User Fee based on the Fee Schedule shown in Exhibit F, attached hereto and incorporated herein, and thereafter, at the rates and in the manner established by AOS by administrative rule. In addition to the monthly user fee, each local government participating in the Uniform Accounting Network shall also pay a monthly hardware surcharge of \$50 to cover the expense related to providing computer equipment described in Exhibit A to each participant pursuant to Exhibit F of this agreement. Local Government understands and agrees that the rates listed in the Fee Schedule shown in Exhibit F are subject to amendment at any time via administrative rule duly adopted by the Auditor of State. The initial User Fee payment will begin to accrue on the first day of the month following the completion of the classroom training provided by AOS.

##### **B. Frequency and Method of Payment**

Quarterly payments of User Fees will be due 30 days after receiving the quarterly invoice without the necessity of further demand for payment by AOS. All quarterly payments shall be made payable to the Treasurer of State - UAN Fund and mailed by the Local Government to:

Keith Faber  
Auditor of State  
Accounts Receivable Office  
P.O. Box 1140  
Columbus, Ohio 43216-1140

#### **V. TERM AND TERMINATION**

##### **A. Term**

This UAN Agreement is effective upon execution of this agreement and shall remain in effect until terminated as provided in this Agreement.

##### **B. Termination by Local Government**

Local Government may terminate this Agreement after twelve (12) months, after giving AOS ninety (90) days' written notice and by returning to AOS all Hardware and Software and other materials, as provided in Section VI.

##### **C. Termination by AOS**

1. AOS may terminate this Agreement without cause by giving Local Government ninety (90) days' written notice. Local Government shall upon

# Resolution 2023-11

## Exhibit A

UAN Participation Agreement as of July 2019  
Page 6 of 8

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termination of the contract surrender to AOS within fourteen (14) days all Hardware and Software and other materials provided by AOS.

2. AOS may immediately terminate this Agreement if Local Government commits any breach of any term or provision of this Agreement that is not capable of being remedied, or in the case of a breach capable of being remedied, shall have failed to remedy the breach within thirty (30) days after the receipt of a request in writing from AOS to do so.

### **D. Liability After Termination**

Following the effective date of termination, this Agreement shall be of no further force or effect except that Local Government shall remain liable for any of its obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Agreement, including, but not limited to those matters set forth in Section VII and Section VIII(E) of this Agreement.

## **VI. SURRENDER OF HARDWARE AND SOFTWARE**

Upon termination of this UAN Agreement, Local Government shall immediately return to AOS, at Local Government's expense, all Hardware and Software provided by AOS, in the same condition as received, less normal wear and tear, and shall deliver to IT/UAN the Hardware and Software packed and ready for shipment to the place specified by AOS. Failure of Local Government to comply with the provisions of this clause shall permit AOS, without notice, to enter the Installation Site and remove all Software and other Materials provided by AOS under this Agreement, between the hours of 8:00 a.m. and 6:00 p.m. on any Monday through Friday.

## **VII. MISCELLANEOUS**

### **A. Entire Agreement; Governing Law; Amendment; Severability**

This Agreement constitutes the entire understanding between the parties concerning the subject matter of the Agreement and shall be governed by and construed in accordance with the laws of the State of Ohio. No waiver or amendment of any term or provision of this Agreement shall be effective unless made by a written instrument signed by both parties. Each term or provision of this Agreement shall be construed separately and, notwithstanding that any such provision may prove to be illegal or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.

### **B. Headings**

The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

### **C. Assignment**

# Resolution 2023-11

## Exhibit A

This Agreement is personal to the Local Government, and Local Government shall not assign or otherwise transfer any of its rights or obligations hereunder, whether in whole or in part, without the prior express written consent of AOS.

**D. Legal Relationship**

Nothing in this Agreement shall render Local Government or AOS a partner, agent, representative or joint venturer of the other. AOS and Local Government shall not purport to undertake any obligation of the other, nor shall AOS be liable to Local Government for any debts, obligations or actions of Local Government.

**E. Liability**

AOS and its assigns, designees, developers or vendors shall not be liable to Local Government for any loss or damage sustained or incurred by Local Government resulting from any defect or error in the Hardware or Software, or from the use by Local Government of the Hardware or Software.\*

**F. Notice**

All demands and notices concerning termination or breach of this Agreement shall be sent in writing by certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below, or to such other address as each may hereafter designate:

**To AOS:** Uniform Accounting Network  
Auditor of State  
P.O. Box 1140  
Columbus, Ohio 43216-1140

**To Local Government:** Village of Glendale  
30 Village Square  
Glendale, Ohio 45246  
\_\_\_\_\_

**G. Other Documents**

Local Government agrees to execute any other documents AOS may reasonably require regarding the UAN including, but not limited to, the User Agreement and documents

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\* Moreover, the inclusion of a specific revenue source and/or expenditure in the software does not guarantee that your Local Government is authorized by law to engage in a transaction involving that specific revenue source and/or expenditure. Local Government is advised to consult its statutory legal counsel to determine whether a particular transaction is authorized by law.

*Resolution 2023-11*  
*Exhibit A*

UAN Participation Agreement as of July 2019  
Page 8 of 8

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relating to the Hardware and Software.

*Resolution 2023-11*  
*Exhibit A*

UAN Participation Agreement as of July 2019  
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**IN WITNESS WHEREOF**, the parties hereto, by and through their respective authorized representatives, have executed this Agreement as of and effective on this 1st day of May, 2023.

**KEITH FABER**  
**AUDITOR OF STATE**

**ENTITY GOVERNING BOARD**

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

Chief of Staff,  
Office of the Auditor of State

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