

COUNCIL AGENDA MONDAY, JULY 28, 2025 - MEETING TO BE HELD IN COUNCIL CHAMBERS

1. ROLL CALL

2. MINUTES

- a. Council Minutes-July 14, 2025

3. FINANCE-CONTRACT-ORDINANCE

- a. Pay Payment Listing in the amount of \$83,908.05
- b. Ordinance #4012-Depot Lease Agreement
- c. Ordinance #4016-Amending Golf Cart Ordinance #3506
- d. Ordinance #4017-Amending Backflow Certificate Ordinance #3726

4. STREET-ALLEY-SIDEWALK

5. SAFETY

6. PARK & RECREATION

7. CEMETERY

8. WATER & SEWER

9. LAND & BUILDINGS

- a. Brenda McCort - 137 East South Street - Demo House

10. OLD BUSINESS

- a. Gas and Oil Bid Packet
- b. Depot Roof Project and Addendum

11. NEW BUSINESS

12. EXECUTIVE SESSION

- a. To Consider the Employment and/or Compensation of a Public Employee ORC 121.22 (G) (1) and (G) (2) To Consider the purchase of property for public purposes

ORDINANCE NUMBER 4012

**ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR
OF THE VILLAGE OF BARNESVILLE, OHIO, TO EXECUTE A
LEASE AGREEMENT SO AS TO LEASE THE
PROPERTY KNOWN AS THE BARNESVILLE DEPOT
TO BARNESVILLE COMMUNITY FOUNDATION
AND BARNESVILLE DEPOT COMMITTEE
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Barnesville, Ohio, is the owner of certain real property and improvements, located at 300 E. Church Street, Barnesville, Ohio 43713, commonly known as the Barnesville Depot; and

WHEREAS, the above described real estate is not needed for any municipal purpose; and

WHEREAS, the Village wishes to lease the parcel of real estate commonly known as the Barnesville Depot to the Barnesville Community Foundation as Lessee and the Barnesville Depot Committee as the Sublessee per the terms of the Lease Agreement attached hereto; and

WHEREAS, the Mayor of the Village be and he is hereby authorized, directed and empowered to sign the proposed Lease Agreement with the Barnesville Community Foundation and the Barnesville Depot Committee, and to execute all other instruments required to complete said transaction in accord with the Lease Agreement attached hereto.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BARNESVILLE, STATE OF OHIO:

Section 1. That the Mayor of the Village of Barnesville is directed and authorized to execute the Lease Agreement whereby the Village of Barnesville, Ohio, shall lease the property commonly known as the Barnesville Depot, located at 300 E. Church Street, Barnesville, Ohio 43713, to the Barnesville Community Foundation as Lessee and the Barnesville Depot Committee as the Sublessee; and

Section 2. That this Ordinance is declared to be an emergency measure necessary for the

immediate preservation of the public health, safety and welfare of the residents of the Village of Barnesville; and

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED at a regular meeting of Council of the Village of Barnesville, held this _____ day of May, 2025, by a vote of a majority of the members of Council.

ATTEST:

Jake Hershberger, Mayor

Jeannie Hannahs, Fiscal Officer

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this _____ day of _____, 2025, by and between the **Village of Barnesville, Ohio**, an Ohio municipal corporation, with offices at 132 North Arch Street, Barnesville, OH 43713 (hereinafter referred to as "Lessor"), and the **Barnesville Community Foundation**, a nonprofit corporation incorporated in the State of Ohio, with a mailing address of P. O. Box 256, Barnesville, OH 43713 (hereinafter referred to as "Lessee") and **Barnesville Depot Committee**, an unincorporated committee (hereinafter referred to as "Sublessee"). Collectively, the Lessor and Lessee and Sublessee may be referred to as the "Parties".

1. PREMISES

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the real property and improvements located at 300 E Church Street, Barnesville, Ohio 43713 commonly known as the **Barnesville Depot** (the "Premises") identified as Parcel No. 42-02865.000, containing 3.0194 acres and described more fully of record in Volume 695, Page 440 of the Record of Deeds of Belmont County, Ohio.

2. TERM

The term of this Lease shall be for a period of five (5) years, commencing on the _____ day of _____, 2025 and ending on the _____ day of _____, 2030 unless sooner terminated as provided herein with both Parties given the right to extend this Lease for four (4) additional terms of five (5) years each which will automatically renew under the same terms and conditions unless one Party notifies the other of its intention to non-renew at least thirty (30) days prior to the termination date of each five (5) year term.

3. RENT

No monetary rent shall be required from the Lessee. The consideration for this Lease is the Sublessee's use of the Premises for nonprofit community purposes and the assumption of obligations as detailed herein.

4. PURPOSE AND OCCUPANCY

The Premises shall be used solely for nonprofit, charitable, civic, educational, or cultural purposes, consistent with the Lessee's mission and the Lessor's public interest. The purpose of this Lease is also to support the **historical preservation and educational use of the Historic Barnesville Railroad Depot** for the benefit of the people of the Barnesville community. The Parties acknowledge that the Depot is a valuable historical asset, and this Lease is intended to ensure its continued protection, interpretation, and accessibility as a cultural and educational resource. The Premises shall be maintained and used in a manner that honors its historic character, promotes public awareness of local heritage, and serves the community through educational civic, and heritage-related programming.

5. BARNESVILLE DEPOT COMMITTEE AS OCCUPANT

It is hereby acknowledged that the **Barnesville Community Foundation** is the Lessee for organizational and legal purposes only. The actual occupant and managing party of the Premises shall be the Sublessee **Barnesville Depot Committee**, an unincorporated committee. The Sublessee shall be responsible for the **day-to-day use, maintenance, repair, and general upkeep** of the Premises, and shall carry out such responsibilities in accordance with the terms of this Lease. The Sublessee shall operate in compliance with all applicable laws, regulations, and the directives of the Lessee and Lessor. Any failure by the Sublessee to comply with the terms herein shall be considered a default by the Lessee.

6. MAINTENANCE AND REPAIRS

6.1 Responsibility for Maintenance

The Sublessee shall be solely responsible for all maintenance, repairs, and upkeep of the Premises, both interior and exterior, including but not limited to landscaping, structural integrity, utilities, sanitation, and any required improvements or code compliance.

6.2 Lessor's Right to Inspect

The Lessor or its designated agents shall have the right to inspect the Premises upon reasonable notice to ensure compliance with the Lease terms.

7. UTILITIES

Sublessee pays for all utilities and services used at the Premises, including but not limited to electricity, water, sewer, trash, gas, and internet.

8. INDEMNITY

Sublessee agrees to indemnify and hold harmless the Lessor and the Lessee from any and all claims, losses, liabilities, or damages arising from the use or occupancy of the Premises by the Sublessee, its invitees, guests, or members, except those caused by the gross negligence or willful misconduct of the Lessor.

9. INSURANCE

9.1 Property Insurance

Lessor shall maintain or cause to be maintained adequate insurance coverage on the building and contents against fire, vandalism, and other insurable hazards.

9.2 Liability Insurance

Sublessee shall maintain general liability insurance for activities occurring on the Premises, listing the Lessor as an additional insured.

10. ALTERATIONS

No structural alterations or major improvements shall be made to the Premises without the prior written consent of the Lessor. Any approved alterations shall be at the expense of the Sublessee.

11. ASSIGNMENT AND SUBLETTING

This Lease may be sublet by the Lessee or Sublessee with express, written permission of the Lessor. All fees, revenue and royalty that results from said subletting will be the sole property of Sublessee. Sublessee has discretion to divide any fees, revenue, royalties, etc. with Lessor at their sole discretion.

12. TERMINATION

Lessor may terminate this Lease upon sixty (60) days written notice if the Lessee or the Sublessee materially breaches any provision of this Lease and fails to cure such breach within thirty (30) days of written notice thereof.

13. RETURN OF PREMISES

Upon termination or expiration of this Lease, the Sublessee shall return the Premises to the Lessor in a clean, orderly, and structurally sound condition, reasonable wear and tear excepted.

14. NOTICES

All notices shall be in writing and delivered personally or sent by certified mail or recognized courier service to:

- **Lessor:**
Village of Barnesville
132 North Arch Street
Barnesville, OH 43713
- **Lessee:**
Barnesville Community Foundation
P. O. Box 256
Barnesville, OH 43713
- **Sublessee:**
Barnesville Depot Committee
P. O. Box 8
Barnesville, OH 43713

15. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

16. ENTIRE AGREEMENT

This Lease represents the entire agreement between the Parties and supersedes any prior written or oral agreements. This Lease may only be amended in writing signed by all Parties.

17. PUBLIC USE AND ACCESS

17.1 Reasonable Public Use

The Lessee and Sublessee shall permit reasonable public use of the Premises by

individuals, community groups, or organizations consistent with the charitable, educational, historical, or cultural purpose for which the Premises are maintained.

Such use shall be subject to availability and scheduled in a manner that does not interfere with the normal activities of the Parties.

17.2 Restrictions on Use

The Lessee and Sublessee reserves the right to restrict or deny any use of the Premises that it determines, in its sole reasonable discretion, to be:

- Detrimental to the safety, integrity, or condition of the building or surrounding grounds;
- Inconsistent with the mission and values of the Lessee and Sublessee or the public interest;
- Illegal, disruptive, or contrary to public order or decency.

17.3 Fees for Use

The Lessee and Sublessee may collect reasonable fees or donations for the public use of the Premises to offset operational, maintenance, utility, or administrative costs. Any fees charged shall be clearly communicated in advance, consistently applied, and used solely for the benefit and upkeep of the Premises.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

LESSOR:

Village of Barnesville, Ohio

By: _____
Jake Hershberger, Mayor

By: _____
Jeannie Hannahs, Fiscal Officer

LESSEE:

Barnesville Community Foundation

By: _____
Paula Grear, President

By: _____
Brenda Brown, Treasurer

SUBLESSEE:

Barnesville Depot Committee

By: _____

By: _____

X:\CLIENTS\Village of Barnesville\Lease Agreement - Depot.wpd/gjv

ORDINANCE NUMBER _____

**ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR
OF THE VILLAGE OF BARNESVILLE, OHIO, TO EXECUTE A
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WHEREAS, the Village wishes to lease the parcel of real estate commonly known as the Barnesville Depot to the Barnesville Community Foundation as Lessee and the Barnesville Depot Committee as the Sublessee per the terms of the Lease Agreement attached hereto; and

WHEREAS, the Mayor of the Village be and he is hereby authorized, directed and empowered to sign the proposed Lease Agreement with the Barnesville Community Foundation and the Barnesville Depot Committee, and to execute all other instruments required to complete said transaction in accord with the Lease Agreement attached hereto.

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immediate preservation of the public health, safety and welfare of the residents of the Village of Barnesville; and

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED at a regular meeting of Council of the Village of Barnesville, held this _____ day of May, 2025, by a vote of a majority of the members of Council.

ATTEST:

Jake Hershberger, Mayor

Jeannie Hannahs, Fiscal Officer

ORDINANCE NUMBER 2025-4016

AN ORDINANCE TO AMEND CHAPTER 345 OF THE BARNESVILLE CODIFIED ORDINANCES, ORIGINALLY ENACTED TO REGULATE GOLF CARTS, TO NOW INCLUDE THE REGULATION AND OPERATION OF UNDER-SPEED VEHICLES, LOW-SPEED VEHICLES, UTILITY VEHICLES, AND MINI TRUCKS AND DECLARING AN EMERGENCY

BE IT ORDERED BY COUNCIL OF THE VILLAGE OF BARNESVILLE, OHIO:

Barnesville Codified Village Ordinances, Chapter 345, which reads as follows:

GOLF CARTS

345.01 DEFINITION.

A "golf cart" is a motor vehicle as the term is defined under Ohio R.C. 4501.01(B).
(Ord. 3506. Passed 2-14-11.)

345.02 EQUIPMENT.

In addition to any rules or regulations promulgated by the Ohio Director of Public Safety, pursuant to Ohio R.C. Chapter 4511 and Ohio R.C. Chapter 4513, equipment of the golf cart shall include, but not necessarily be limited to requirements for the following items of equipment, all to be in working order during operation.

- (a) Two headlights having a minimum candlepower of sufficient intensity to reveal persons and objects at a distance at least 100 feet ahead under normal atmospheric conditions during hours of darkness.
- (b) Two red tail lights having a minimum candlepower of sufficient intensity to be plainly visible from a distance at least 500 feet to the rear under normal atmospheric conditions during hours of darkness.
- (c) Must have directional signals.
- (d) Must have left side rear view mirror and a rear view mirror.
- (e) Must have a white light illuminating the rear license plate.
- (f) Must have a horn.
- (g) Must have a windshield made of plexi-glass or safety glass.
- (h) Must have two license plates; one in the front and one in the rear; bracketed to the cart.
- (i) Must have one seat belt per occupant.
- (j) Must have a child safety seat for any occupant under the age of four (4) or under forty (40) pounds in weight.

(Ord. 3506. Passed 2-14-11.)

345.03 LICENSING REQUIREMENTS OF OPERATOR.

- (a) No person who is less than sixteen years of age shall operate a golf cart.
- (b) The person must hold a valid current motor vehicle driver's license.

(Ord. 3506. Passed 2-14-11.)

345.04 INSPECTION.

No person shall operate a golf cart on the streets within the Village unless the golf cart has been inspected for compliance with the State of Ohio statutory requirements that are applicable to motor vehicles and the Codified Ordinances of the Village entitling the owner or operator to secure a title and license for the golf cart.

(Ord. 3506. Passed 2-14-11.)

345.05 INSURANCE.

The owner of the golf cart shall provide proof of insurance at the time of inspection.

(Ord. 3506. Passed 2-14-11.)

345.06 OPERATION.

- (a) No person shall operate an underspeed motor vehicle, including, but not limited to a golf cart, on any public roadway where the posted speed limit for such roadway is 35 mph or greater, except when crossing such roadway is required to comply with this chapter. No person shall operate an underspeed vehicle on a public sidewalk or other leisure path.
- (b) Occupants of golf carts shall be seated at all times on the seat of the golf cart buckled by the seat belt when the golf cart is on and in motion. Standing on any portion of the golf cart while it is in motion is prohibited.
- (c) A person shall not operate a golf cart on sidewalks.

(Ord. 3957. Passed 12-4-23.)

345.07 LIMITATIONS.

The provisions of this chapter may be waived during limited periods of special events for which the operators of said golf carts have received prior approval for the use of golf carts from the Village Police Chief.

(Ord. 3506. Passed 2-14-11.)

345.99 PENALTY.

Anyone who violates this chapter shall be guilty of a minor misdemeanor. If, within one year of an offense, the offender previously has been convicted of or pled guilty to a previous violation of this chapter, whoever violates this chapter is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more prior violations of this chapter, whoever violates this chapter is guilty of a misdemeanor of the third degree. (Ord. 3506. Passed 2-14-11.)

SHALL BE AMENDED TO READ AS FOLLOWS:

UNDER-SPEED VEHICLES ("GOLF CARTS"), LOW-SPEED VEHICLES, UTILITY VEHICLES, AND MINI TRUCKS

345.01 DEFINITION.

The following types of vehicles, which are subject to all provisions of this chapter when operated within the jurisdiction of the Village of Barnesville, are defined pursuant to the Ohio Revised Code as follows:

Under-Speed Vehicle – As defined in R.C. 4501.01(XX): "Under-speed vehicle" means a three- or four-wheeled vehicle, including a vehicle commonly known as a golf cart, with an attainable speed on a paved level surface of not more than twenty miles per hour and with a gross vehicle weight rating less than three thousand pounds.

Low-Speed Vehicle – As defined in R.C. 4501.01(WW): "Low-speed vehicle" means a three- or four-wheeled motor vehicle with an attainable speed in one mile on a paved level surface of more than twenty miles per hour but not more than twenty-five miles per hour and with a gross vehicle weight rating less than three thousand pounds.

Utility Vehicle – As defined in R.C. 4501.01(VV): "Utility vehicle" means a self-propelled vehicle designed with a bed, principally for the purpose of transporting material or cargo in connection with construction, agricultural, forestry, grounds maintenance, lawn and garden, materials handling, or similar activities.

Mini-Truck – As defined in R.C. 4501.01(BBB): "Mini-truck" means a vehicle that has four wheels, is propelled by an electric motor with a rated power of seven thousand five hundred watts or less or an internal combustion engine with a piston displacement capacity of six hundred sixty cubic centimeters or less, has a total dry weight of nine hundred to two thousand two hundred pounds, contains an enclosed cabin and a seat for the vehicle operator, resembles a pickup truck or van with a cargo area or bed located at the rear of the vehicle, and was not originally manufactured to meet federal motor vehicle safety standards.

345.02 EQUIPMENT.

In addition to any rules or regulations promulgated by the Ohio Director of Public Safety, pursuant to Ohio R.C. Chapters 4511 and 4513, the equipment of an Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck shall include, but is not necessarily limited to, the following items, all of which must be in working order during operation.

- (a) Two headlights having a minimum candlepower of sufficient intensity to reveal persons and objects at a distance at least 100 feet ahead under normal atmospheric conditions during hours of darkness.
- (b) Two red tail lights having a minimum candlepower of sufficient intensity to be plainly visible from a distance at least 500 feet to the rear under normal atmospheric conditions during hours of darkness.
- (c) Must have directional signals.
- (d) Must have left side rear view mirror and a rear view mirror.
- (e) Must have a white light illuminating the rear license plate.
- (f) Must have a horn.
- (g) Must have a windshield made of plexi-glass or safety glass.
- (h) Must have one rear license plate; bracketed to the cart.
- (i) Must have one seat belt per occupant.
- (j) Must have a child safety seat for any occupant under the age of four (4) or under forty (40) pounds in weight.

345.03 LICENSING REQUIREMENTS OF OPERATOR.

- (a) No person who is less than sixteen years of age shall operate an Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck.
- (b) The person must hold a valid current motor vehicle driver's license.

345.04 INSPECTION.

- (a) No Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck may be operated on public streets within the Village of Barnesville unless it has been inspected by the Barnesville Police Department or its designee and issued a certificate of compliance.
- (b) The Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck must also be titled and registered with the Ohio Bureau of Motor Vehicles (BMV).
- (c) The owner of the Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck shall provide proof of insurance at the time of inspection.

345.05 INSURANCE.

Operators must carry valid proof of financial responsibility (insurance), as required by Ohio law, at all times while operating an Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck.

345.06 OPERATION.

- (a) No person shall operate an Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck on any public roadway where the posted speed limit for such roadway is greater than 35 miles per hour.
- (b) This ordinance does not prohibit an Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck from proceeding across an

intersection of a street or highway having a speed limit of greater than 35 miles per hour.

- (c) Occupants of an Under-Speed Vehicle ("Golf Cart"), Low-Speed Vehicle, Utility Vehicle, or Mini Truck shall be seated at all times on the seat of the vehicle, buckled by the seat belt, when the vehicle is on and in motion. Standing on any portion of the vehicle while it is in motion is prohibited.
- (d) Under-Speed Vehicles ("Golf Carts"), Low-Speed Vehicles, Utility Vehicles, or Mini Trucks shall not be operated on a public sidewalk or other leisure path.

345.07 LIMITATIONS.

The provisions of this chapter may be waived during limited periods of special events for which the operators of said Under-Speed Vehicles ("Golf Carts"), Low-Speed Vehicles, Utility Vehicles, or Mini Trucks from the Village Police Chief.

345.08 PENALTY.

- (a) Anyone who violates this chapter shall be guilty of a minor misdemeanor.
- (b) If within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, the offender is guilty of a misdemeanor of the fourth degree.
- (c) If within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, the offender is guilty of a misdemeanor of the third degree.

FURTHER, this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the Village of Barnesville as it is necessary for the safe operation of Under-Speed Vehicles ("Golf Carts"), Low-Speed Vehicles, Utility Vehicles, and Mini Trucks in the Village of Barnesville.

PASSED at a meeting of the Council of the Village of Barnesville on this ____ day of _____, 2025, by the affirmative vote of ____ members of Council.

Jacob Hershberger, Mayor

ATTEST:

Jeannie Hannahs, Fiscal Officer

ORDINANCE NUMBER 4017

**AN ORDINANCE AMENDING ORDINANCE # 3726
CONCERNING PAY RATES FOR EMPLOYEES
WITH BACKFLOW CERTIFICATES
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Barnesville established Ordinance # 4017, an ordinance amending Ordinance #3726 concerning pay rates, which address Water/Sewer Department employees with backflow certificates receiving an additional one dollar (\$1.00) per hour for obtaining those certificates; and

WHEREAS, it is intention of the Village of Barnesville to amend Ordinance # 3726 to include all employees with backflow certificates that additional compensation of one dollar (\$1.00) per hour.

NOW THEREFORE, BE IT ORDAINED by Council of the Village of Barnesville that Ordinance # 3726 be amended to read as follows:

Section 1: All employees with backflow certificates shall be compensated an additional one dollar (\$1.00) per hour.

Section 2: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the Village of Barnesville.

PASSED at a regular meeting of Council of the Village of Barnesville, held this ____ day of _____, 2025, by a vote of a majority of the members of Council.

Jake Hershberger, Mayor

ATTEST:

Jeannie Hannahs, Fiscal Officer