

**COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS
REGULAR COUNCIL MEETING
AGENDA**

In Council Chambers @5:00 P.M.

Monday, July 6, 2026

Anyone can observe the meeting live via cable Channel 5, (Community Access Yellow Springs) or on YouTube. ZOOM participation will be offered only for virtual meetings. Please contact the Council Clerk at 937-767-9126 or clerk@yellowsprings.gov for any questions regarding the Council meeting.

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION (5:00)

Under Ohio Revised Code Section 121.22 (G)(1): To consider the evaluation or compensation of a public employee and Under Ohio Revised Code Section 121.22 (G)(2): To consider the purchase of property for public purposes

REGULAR SESSION (6:00)

ANNOUNCEMENTS

CONSENT AGENDA

1. Minutes of June 1, 2026 Regular Meeting
2. Minutes of June 25, 2026 Special Meeting: Housing Retreat #2
3. Minutes of June 25, 2026 Special Meeting: Required Legislation
4. Credit Card Statement for May, 2026

REVIEW OF AGENDA

I. PETITIONS/COMMUNICATIONS (6:10)

The Clerk will receive and file:

Jill Pauley re: Request for Dog Park Funds
Home, Inc. re: Spring Newsletter
Home, Inc. re: Thank You
Clerk re: Joint Meeting Agenda for July 9, 2026 Meeting

II. CITIZEN CONCERNS (6:15)

III. PUBLIC HEARINGS/LEGISLATION (6:30)

Emergency Reading of Ordinance 2026-12 Amending Section 1440.02 of the Codified Ordinances Part Fourteen, Title Four, Building and Housing Code of the Village of Yellow Springs, Ohio (Permitting Council to Set Commercial and Residential Building Fees by Resolution)

Reading of Resolution 2026-25 Authorizing a Contract for Continued Services as Village Solicitor with Amelia N. Blankenship, Esq. of Bricker Gradon Wyatt for a Term of Up to Three Years and Fixing Compensation

Reading of Resolution 2026-26 Authorizing the Village Manager to Enter into an Agreement with Choice One Engineering for Stormwater Mitigation Design on Fairfield Pike

Reading of Resolution 2026-27 Approving a Fee Schedule for Residential and Commercial Building Permits for the Village of Yellow Springs

Reading of Resolution 2026-28 Authorizing the Village Manager to Renew Health Insurance for Village Employees

IV. SPECIAL REPORTS

V. MANAGER’S REPORT (6:50)

Goal Progress Update

VI. OLD BUSINESS (7:00)

Consideration of Amended Senior Center Grant Request (DeVore Leonard: 5 min.)

Housing Retreat Update (DeVore Leonard: 5 min.)

VII. NEW BUSINESS (7:10)

Update on “Prohibition on the Driving or Digging of Wells” Legislation (Burns: 5 min.)

Proposed Bad Debt Write-Off Policy for Village Accounts (Blankenship: 5 min.)

YSDC Council Representative Needed

X. FUTURE AGENDA ITEMS* (7:20)

July 20: 5pm WORK SESSION re: New Website

Transportation Summary

Ordinance Approving Supplemental Appropriations for the Third Quarter of 2026

Resolution Providing VYS Job Descriptions

Aug. 3: CANCELLED

Aug. 17:

*Future Agenda items are noted for planning purposes only and are subject to change.

EXECUTIVE SESSION

ADJOURNMENT

The next regular meeting of the Council for the Village of Yellow Springs will be held at 6:00 p.m. on **Monday, July 20, 2026.**

**Council for the Village of Yellow Springs
Regular Session Minutes**

In Council Chambers @ 5 P.M.

Monday, June 1, 2026

CALL TO ORDER

President of Council Gavin DeVore Leonard called the meeting to order at 5:01 pm.

ROLL CALL

Present were Council President DeVore Leonard, Vice President Angie Hsu and Council members Senay Semere and Stephanie Pearce. Solicitor Amy Blankenship was also present. Brown arrived at 5:21.

EXECUTIVE SESSION (5:00)

Hsu MOVED to enter Executive Session under Ohio Revised Code Section 121.22 (G)(1): To consider the evaluation or compensation of a public employee. Semere SECONDED, and the MOTION PASSED 4-0 on a ROLL CALL VOTE.

The Clerk was present until 5:06; Blankenship was present for the majority of the session; Burns joined the session at 5: 15.

At 5:51, Brown MOVED and Hsu SECONDED a MOTION TO EXIT EXECUTIVE SESSION. The MOTION PASSED 5-0 on a VOICE VOTE.

MOTION TO ENTER REGULAR SESSION

At 6:03, Brown MOVED and Hsu SECONDED a MOTION TO ENTER REGULAR SESSION. The MOTION PASSED 5-0 on a VOICE VOTE.

ANNOUNCEMENTS

CONSENT AGENDA

1. Minutes of May 18, 2026 Regular Meeting
2. Minutes of May 18, 2026 Work Session

Hsu MOVED and Brown SECONDED a MOTION TO APPROVE THE CONSENT AGENDA. The MOTION PASSED 5-0 ON A VOICE VOTE.

REVIEW OF AGENDA

Burns requested that Ordinance 2026-10 be pulled from Legislation to enable him to work on the legislation with Councilmember Brown. The item will appear as a discussion item at Council's next meeting.

PETITIONS/COMMUNICATIONS

The Clerk will receive and file:

Stephanie Pearce re: Draft letter of Request for Traffic Review/ East Enon Road
Michelle Robinson re: Draft Budget Calendar

Hsu reviewed communications.

DeVore Leonard received feedback from Council regarding the draft letter to the Greene County Engineer. DeVore Leonard MOVED that a final version of the letter be signed on behalf of Council and sent to the Greene County Engineer. Hsu SECONDED, and the MOTION PASSED 5-0 on a VOICE VOTE.

CITIZEN CONCERNS

Jill Pauley read a letter seeking financial support from Community Foundation for improvements to the YS Dog Park. She acknowledged the need to partner with the Village on any such endeavor.

April Welford announced Pride events to be held on June 27th.

Judith Hempfling asked questions regarding consideration of the sidewalk policy, advocating for continued Village responsibility.

Mitzie Miller stated support for a ban on feeding deer within Village limits.

Reilly Dixon presented questions regarding legislation on the agenda. He asked how missing a meeting would affect Council stipends, and asked several questions about the smoke shop moratorium.

PUBLIC HEARINGS/LEGISLATION

Brown MOVED and Pearce SECONDED a MOTION TO READ EMERGENCY LEGISLATION BY TITLE ONLY. The MOTION PASSED 5-0 ON A VOICE VOTE.

Emergency Reading of Ordinance 2026-09 Approving an Additional Second Quarter Supplemental Appropriation and Declaring an Emergency. Hsu MOVED and Semere SECONDED a MOTION TO APPROVE.

Burns explained each change to the budget, noting payments, reimbursements, and funds expended to purchase green e-RECs as well as the fees due to AMP for enacting the sale of RECs on behalf of the Village.

Burns noted that one of the additions to the budget is a payout from a class action lawsuit related to PFAS impacts.

Responding to a question from DeVore Leonard, Blankenship opined that this was likely not the last such payout.

DeVore Leonard OPENED A PUBLIC HEARING. There being no comment, DeVore Leonard CLOSED THE PUBLIC HEARING AND CALLED THE VOTE. The MOTION PASSED 5-0 ON A ROLL CALL VOTE.

Emergency Reading of Ordinance 2026-11 Establishing a Village-Wide Moratorium on the Issuance of All Use, Zoning, Building Permits and Certificates of Occupancy for New Smoke Shop Businesses for a Period of 180 Days and Declaring an Emergency. Brown MOVED and Hsu SECONDED a MOTION TO APPROVE.

Planning and Zoning Director Nia Holt introduced the legislation.

This ordinance establishes a 180-day moratorium on the issuance of use, zoning, and building permits, as well as certificates of occupancy, for new smoke shop businesses within the Village of Yellow Springs. "Smoke Shop" is defined as a retail establishment where twenty percent (20%) or more of floor, shelf, or display area is dedicated to the sale of smoke shop products, including tobacco, nicotine, vape products, and certain hemp-derived or synthetic cannabinoid products.

Holt stated that there are seven such businesses in the village, five of which have 20% or greater of their shelf space devoted to such products. Only one of the seven holds a license.

Holt noted that there exists a concentration of such businesses within the village, and the moratorium will provide time for Village staff, Planning Commission and Council to review and evaluate zoning considerations related to the location and concentration of smoke shop businesses. She added that definitions will also be reviewed, and that the ordinance does not impact existing businesses.

DeVore Leonard noted that the legislation seems to be framed around a moral argument, but that his understanding was that the greater concern is the concentration of these establishments.

The Clerk apologized for not pointing out that an amended version of the ordinance had been provided at Council table, that version having omitted the “whereas” about which DeVore Leonard was expressing some concern.

Brown commented that several existing businesses had been skirting regulations relating to careful screening of consumers to prevent sales to minors.

DeVore Leonard asked how licensing would work.

Holt responded that there are licenses for adult use available through the State, and that the Village could implement a Conditional Use process for these establishments as a local action. Should local business licensing be desired, Holt said, those parameters would be looked into considering staffing availability to enforce.

Hsu commented that she has heard comment made locally in favor of some regulation.

DeVore Leonard OPENED THE PUBLIC HEARING.

Mitzie Miller asked how illegal sales to minors are handled.

Burns stated that response to complaints is difficult, since it is hard to prove after the fact.

Blankenship noted that local licensing could address these issues, but would be staff-intensive.

DeVore Leonard CLOSED THE PUBLIC HEARING AND CALLED THE VOTE. The MOTION PASSED 5-0 ON A ROLL CALL VOTE.

Reading of Resolution 2026-23 Resolving Payroll Review Matters. Hsu MOVED and Semere SECONDED a MOTION TO APPROVE.

DeVore Leonard introduced the legislation, stating that a five-year payroll review was conducted beginning in Fall 2025. The review went back five years, and results indicate several minor findings, which DeVore Leonard explained as “underpayment, overpayment and one interpretation issue involving contract language”. The resolution at hand seeks to correct and/or conclusively interpret the findings.

DeVore Leonard noted that updates to the PPM along with some procedures increasing consistency in the payroll process should positively affect future outcomes.

DeVore Leonard CALLED THE VOTE. The MOTION PASSED 5-0 ON A ROLL CALL VOTE.

SPECIAL REPORTS

There were no Special Reports.

MANAGER’S REPORT

Goal Progress Update. Giardullo provided updates to progress on updates to the PPM and to implementation of a new Village website, which is in the final phase and should be ready to present to Council in late July.

Giardullo noted that goals updates will be provided at the first Council meeting going forward.

OLD BUSINESS

Final Village Goals Review. Giardullo noted that Council was asked to rank goals. Those rankings are presented in a color coded document.

DeVore Leonard pronounced the goals process complete, notwithstanding updates and minor revisions as the process unfolds. He reminded all that these are two-year goals that run through the end of 2027.

Draft Housing Retreat Agenda. Hsu walked Council through the draft agenda. She noted a major difference in this agenda which is that each goal has a primary Council or staff person assigned.

Hsu noted goals in the following order, briefly explaining the focus for each:

Goal 1: Develop a clear, data-driven housing strategy. (Hsu)

Goal 2: Advance priority Village-led housing initiatives. (Burns)

Goal 3: Strengthen policies and tools for rental housing management. (Pearce)

Goal 4: Prioritize environmental sustainability and energy efficiency into housing-related decisions. (Brown)

Goal 5: Evaluate zoning code vis-à-vis housing goals. (Holt)

Goal 6: Evaluate and advance Lawson Place Apartments as a Village-owned housing asset. (Burns)

Goal 7: Explore policy tools to encourage property utilization and reduce vacancies. (Semere)

Hsu asked Council members to provide any packet materials to the Clerk by June 17th.

NEW BUSINESS

Brown read in much of the memo provided for the packet, enumerating the harmful effects of feeding deer and asking that villagers voluntarily stop this practice.

FUTURE AGENDA ITEMS

June 15: CANCELLED

July 6: Executive Session: Clerk/VM Eval

Resolution Declaring Walnut Trees Located in Rights of Way a Potential Public Harm

Resolution Authorizing a Contract for Continued Services as Village Solicitor with Amelia N. Blankenship, Esq. of Bricker Gradon Wyatt for a Term of Up to Two Years and Fixing Compensation

Resolution Authorizing a Contract with Choice One for Stormwater Engineering

~~**Resolution** Establishing Policy for Village Owned Rental Properties~~

Consideration of Updates to Village Mediation Program Coordinator Job Description

New Business: Discussion re: Prohibition on the Driving or Digging of Wells or Boreholes for the Provision of Water or for Geothermal Use in the Village of Yellow Springs

July 20: Transportation Summary

Resolution Providing VYS Job Descriptions

Old Business: Finalize RFQ for Strategic Plan Development

ADJOURNMENT

At 7:05pm Hsu MOVED and Brown SECONDED a MOTION TO ADJOURN. The MOTION PASSED 5-0 ON A VOICE VOTE.

Signed: _____

Gavin DeVore Leonard, Council President

Attest: _____

Judy Kintner, Council Clerk

**COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS
SPECIAL COUNCIL MEETING: HOUSING
MINUTES**

Council Chambers 12pm.

Thursday, June 25, 2026

CALL TO ORDER

President of Council Gavin DeVore Leonard called the meeting to order at 12:00 pm.

ROLL CALL

Present were Council President DeVore Leonard, Vice President Angie Hsu and Council members Senay Semere and Stephanie Pearce. AVM/Project Lead Elyse Giardullo, Planning Director Nia Holt and Village Manager Johnnie Burns were also present. Brown joined the meeting at 12:16pm.

REVIEW OF AGENDA

COMMUNICATIONS

Pamela Nelson re: Concerns re: Glass Farm Development
Nicole Stout re: Concerns re: Glass Farm Development
Chris Zurbuchen re: Suggestion re: Glass Farm Development
Heather Hughes re: Concerns re: Glass Farm Development

SPECIAL SESSION

Goal 1: Develop a clear, data-driven housing strategy

Council briefly discussed and agreed to the provided definition of affordable housing as being that not more than 30% of gross income is spent on housing.

Council discussed the Bowen study housing targets. The question was raised regarding how Bowen determined “need” for the purpose of defining the number of various units needed.

DeVore Leonard raised the issue of crossing the line from Village to City and what that would mean for the village overall.

Mission statement was reviewed and met with general approval.

Goal 2: Advance priority Village-led housing initiatives

Burns noted that the Phase 1 Environmental study has been completed and that the appraisal on that portion of the Glass Farm should be back in the next two-to-three weeks.

Burns described how he envisions putting together an RFQ for the area, stressing the need for community input.

Brown advocated for conservation development and zero energy ready housing.

Hsu spoke to the need to discuss housing on the Glass Farm in a productive way.

Hsu touched on the proposal for tiny homes as an aspect of considering unique ideas as potential approaches to housing.

DeVore Leonard suggested a charette to disseminate and gather information.

Burns stressed that Council should take the lead on a charette process.

Holt clarified that she can assure a clear information and engagement timeline which fully involves Council as communicators.

There was general agreement that there should be increased communication and engagement now that Council has reached agreement regarding the process.

Council generally agreed that Brown, Hsu and Holt would work on the communication/outreach timeline and provide information for the July 20th Council meeting.

DeVore raised the issue of residents who need to downsize. Options were discussed.

Hsu suggested gathering data from seniors who are considering downsizing so that there is concrete data available. LEAF was suggested as a resource for gathering that data.

The idea of purchasing pre-made energy-efficient tiny homes was discussed as an efficient way to develop. Whether this concept can be applied to large scale projects was discussed.

DeVore Leonard clarified that Council is making the determination that the focus will be on affordable housing on the Glass Farm, which means that other options are off the table so that Glass Farm housing can be prioritized and staff resources used for that purpose.

Goal 3: Strengthen policies and tools for rental housing management

Pearce noted that she has been working on a Council Town Hall, tentatively at the end of July, to discuss rental housing management. She has developed a survey and met with Holt regarding timelines for some of the proposed policies.

Pearce stated her understanding that community buy-in and an informational process is key to potential implementation process.

The idea of starting with the rental registry first and looking at the possibility of adding inspections at a later point was favorably discussed.

Holt suggested providing informational tools immediately.

Pearce stated that she has a number of informational resources available and might suggest creating a brochure.

That idea, and what capacity may be needed to accomplish some of these pieces was discussed.

Pearce commented that she has a number of examples to bring to the table, but that it is important to find the right fit for the community.

The challenges of gathering accurate information on the needs of renters was acknowledged.

Burns stated that Village staff are not able to enter any private property without permission of the homeowner.

Holt noted several tools available to address this challenge.

DeVore Leonard acknowledged the need to do something, but to take great care in that process so that greater harm is not created.

Holt commented that regulating commercial properties is very challenging.

Holt suggested holding the community conversation and following up with the conversation regarding code enforcement at a later date.

Goal 4: Prioritize environmental sustainability and energy efficiency into housing-related decisions

Brown provided information on pre-fabricated zero energy ready housing standards.

Brown suggested a Town Hall regarding this type of housing so that villagers could have their concerns addressed by professionals in the field.

Hsu raised a concern regarding potentially higher cost for these types of houses.

Brown disagreed that cost would be significantly higher and again suggested bringing in speakers to address concerns.

Holt stated that she has a contact in terms of a speaker and will work with Brown regarding a Town Hall or similar session.

Goal 5: Evaluate zoning code vis-à-vis housing goals

Holt presented her analysis of the Zoning Code and Comprehensive Land Use Plan as it relates to current housing goals.

Holt noted that the Village code is highly diverse and forward-thinking, and there is readily accessible information regarding infrastructure on staff.

Holt asserted that the conditional use review process can have a chilling effect on development, as, she said, as can parking requirements. She suggested increasing the number of by-right uses and decreasing the number of requirements (such as parking or bike racks).

Holt further suggested incentivizing some construction options such as accessible doors, etc.

Holt suggested permitting pocket neighborhoods and “cottage courts” as a means to address both availability and affordability.

Holt opined that increasing access to more housing options is readily obtainable. She suggested that parking requirements, conditional use requirements and incentives be reviewed.

DeVore Leonard asked whether there is a means or appetite for decreasing access to building single-family homes.

Goal 6: Evaluate and advance Lawson Place Apartments as a Village-owned housing asset

Giardullo presented the proforma, which was developed by Mark Schweiterman of the Shared Resource Center.

Burns followed up, noting upgrades to the property and the extent of Village support required. He commented that the project basically breaks even financially, but is run as a community good.

DeVore Leonard commented that the project will be profitable the farther out the proforma is taken. He raised the possibility of increasing this type of project with the idea that once there is critical mass a property manager who is also a Village employee could be hired.

Brown questioned the idea of the Village as a property manager. This was discussed.

Council agreed that the project has been worthy and effective. DeVore Leonard asked that the Village remain open to available possibilities and when found that these be considered.

Goal 7: Explore policy tools to encourage property utilization and reduce vacancies.

Semere noted that the topic is only being discussed, with no intent of forward action at this point, since it is not yet clear how many units are vacant more than 50% of the year. He noted that fees cannot be implemented.

Semere commented that the tracking needed for implementing such a thing would likely be in excess of any value, but that first it is necessary to determine how many properties are being considered.

Semere commented that he is primarily interested in considering commercial property for these tools. He stated that there are means to fine businesses that stand vacant for large stretches of time.

Council decided not to address the matter of fines currently.

DeVore Leonard brought up the idea of offering incentives to home sellers to prioritize buyers who are likely to live full time in the village.

The idea of revising CRA legislation was raised as a possibility.

Next Steps

Hsu noted that the dialogue and information process will continue through use of Work Sessions.

Hsu noted that there is no one person charged with oversight of the entire process. She asked how Council wants to move forward now that goals have been established.

Burns commented that he will follow up with Bowen, since the final piece is to review the study.

Giardullo: return with Bowen timeline; find date for Work Session; Special Report re: what happens if VYS becomes a city; collaboration with Pearce regarding a timeline for rental registry information.

ADJOURNMENT

At 4:30pm, DeVore Leonard MOVED and Brown SECONDED a MOTION TO ADJOURN. The MOTION PASSED 5-0 ON A VOICE VOTE.

The Village of Yellow Springs is committed to providing reasonable accommodations for people with disabilities. Any person requiring a disability accommodation should contact the Village, Clerk of Council's Office at 767-9126 or via e-mail at clerk@yso.com for more information.

**COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS
SPECIAL COUNCIL MEETING: LEGISLATION
MINUTES**

Council Chambers 4:30pm.

Thursday, June 25, 2026

CALL TO ORDER

President of Council Gavin DeVore Leonard called the meeting to order at 4:30 pm.

ROLL CALL

Present were Council President DeVore Leonard, Vice President Angie Hsu and Council members Carmen Brown, Senay Semere and Stephanie Pearce. AVM/Project Lead Elyse Giardullo and Village Manager Johnnie Burns were also present.

LEGISLATION

Reading of Resolution 2026-24 Adopting a Cybersecurity Program for the Village of Yellow Springs. Hsu MOVED and Pearce SECONDED a MOTION TO APPROVE.

Burns explained that House Bill 96 has mandated that all Villages adopt a cybersecurity program by July 1, 2026. Once adopted, he said, the Village will have 60-90 days in which to implement the program. He noted that the measure does require that any funds necessary to implement the program be appropriated by Council.

Burns noted further that the policy is not subject to public record requests and may not be made public.

DeVore Leonard CALLED THE VOTE, and the MOTION PASSED 5-0 ON A VOICE VOTE.

ADJOURNMENT

At 4:35pm, Brown MOVED and Hsu SECONDED a MOTION TO ADJOURN. The MOTION PASSED 5-0 ON A VOICE VOTE.

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Date	Transaction	Name	Memo	Amount
5/7/2026	DEBIT	METAL SUPERMARKETS DAY DAYTON OH	24013396:	\$55.22 STEEL STOCK/STREETS
5/7/2026	DEBIT	MENARDS 3369 FAIRBORN OH	24137466:	\$19.17 WOOD STAKES FOR CORRY ST. COMMUNITY GARDEN/STREETS
#####	DEBIT	DOLLAR-GENERAL #7647 YELLOW SPRING OH	24445006:	\$18.70 SNACKS/POLICE
#####	DEBIT	MENARDS 3369 FAIRBORN OH	24137466:	\$88.60 PAINTING SUPPLIES/STREETS
#####	CREDIT	MENARDS 3369 FAIRBORN OH	74137466:	-\$1.21 REFUND FROM MENARDS/STREETS
#####	DEBIT	VISTAPRINT 866-207-4955 MA	24036296:	\$139.17 BUSINESS CARDS FOR KEVIN MARTIN, CARMEN BROWN, CAMERON FORTIN
#####	DEBIT	XENIA GLASS & LOCK INC XENIA OH	24072806:	\$14.00 KEYS FOR LAWSON PLACE/ADMIN
#####	DEBIT	MENARDS 3369 FAIRBORN OH	24137466:	\$46.93 DRILL BITS/STREETS
#####	DEBIT	SP SWIMOUTLET.COM SWIMOUTLET.CO CA	24064666:	\$651.66 LIFEGUARD UNIFORMS/POOL
#####	DEBIT	VISTAPRINT 866-207-4955 MA	24036296:	\$38.38 BUSINESS CARD FOR NIA HOLT & FRIDGE MAGNETS WITH IMPT VILLAGE NUMBERS/ADMIN
#####	DEBIT	SP SWIMOUTLET.COM SWIMOUTLET.CO CA	24064666:	\$60.00 ADULT/CHILD COMBO MASKS/POOL
#####	DEBIT	MENARDS 3369 FAIRBORN OH	24137466:	\$703.49 MATERIALS TO REDO SHED/STREETS
#####	DEBIT	B&H PHOTO 800-606-6969 800-2215743 NY	24443466:	\$1,740.97 REPLACEMENT DRONE DUE TO WATER DAMAGE/CHANNEL 5
#####	DEBIT	SP SWIMOUTLET.COM SWIMOUTLET.CO CA	24064666:	\$4.99 SUPPLIES/POOL
#####	DEBIT	MENARDS 3369 FAIRBORN OH	24137466:	\$78.08 LUMBER/STREETS
#####	DEBIT	ODP BUS SOL LLC # 1011 800-463-3768 OH	24137466:	\$64.34 OFFICE SUPPLIES/POLICE
#####	CREDIT	PAYMENT THANK YOU	WEB AUTO	-\$7,903.27 PAYMENT
#####	DEBIT	ODP BUS SOL LLC # 1011 800-463-3768 OH	24137466:	\$38.33 OFFICE SUPPLIES/POLICE
#####	DEBIT	SAMSClub #6517 BEAVERCREEK OH	24226386:	\$120.00 SAM'S ANNUAL MEMBERSHIP/BRYAN CENTER
#####	DEBIT	SAMS CLUB #6517 BEAVERCREEK OH	24445006:	\$495.79 POOL CONCESSIONS/POOL
#####	DEBIT	MENARDS 3369 FAIRBORN OH	24137466:	\$36.98 BELT SANDER/STREETS
#####	DEBIT	FAADZONE 202-267-7755 DC	24240986:	\$5.00 DRONE REGISTRATION/CHANNEL 5
#####	DEBIT	ODP BUS SOL LLC # 1011 800-463-3768 OH	24137466:	\$49.11 OFFICE SUPPLIES/POLICE
6/1/2026	DEBIT	SQ *KNICKERBOCKER POOL springfield OH	24692166:	\$317.70 POOL CHEMICALS/POOL
6/1/2026	DEBIT	MENARDS 3369 FAIRBORN OH	24137466:	\$159.57 VANITY AND SONO TUBE/STREETS

**VILLAGE OF YELLOW SPRINGS, OHIO
ORDINANCE 2026-12**

**AMENDING SECTION 1440.02 OF THE CODIFIED ORDINANCES PART FOURTEEN, TITLE FOUR, BUILDING AND HOUSING CODE OF THE VILLAGE OF YELLOW SPRINGS, OHIO
AND DECLARING AN EMERGENCY**

WHEREAS, Section 1440.02 of the Codified Ordinances Part Fourteen, Title Four, Building and Housing Code of the Village of Yellow Springs, Ohio provides for “Permit Fees for Review Expenses”; and

WHEREAS, due to increased costs for processing permits, Council has determined that it is in the best interest of the Village to update fees for residential and commercial building permits; and

WHEREAS, Council has determined that it is in the best interest of the Village to amend Section 1440.02 of the Village Codified Ordinances to specify that all fees for residential and commercial building permits be set by resolution of Council,

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY ORDAINS THAT:

Section 1. Section 1440.02 of the Yellow Springs Codified Ordinances is amended as set forth below with new language underlined and **bolded** and deleted language in ~~striketrough~~.

1440.02 PERMIT FEES FOR REVIEW EXPENSES.

The Village Manager shall require the payment upon the filing of any applications required by the Residential Code of Ohio for One, Two and Three Family Dwellings or the Ohio Building Code for any applicable fees as specified **by Village Council.** ~~in Appendix A: Fee Schedule for Residential and Commercial Building Permits, and remit such fees to the Finance Director.~~ **The Fee Schedule for Residential and Commercial Building Permits shall be amended from time to time as deemed necessary by the Village Manager and shall be approved by resolution of Council. The Fee Schedule will be on file in the Planning and Zoning Department.**

Section 2. This ordinance is hereby declared to be an emergency measure immediately necessary to preserve the public interest and for the health, safety and welfare of the citizens of the Village, wherefore, this ordinance shall be in effect immediately upon its adoption by Council.

Gavin DeVore Leonard, President of Council

Passed:

Attest: _____
Judy Kintner, Clerk of Council

Roll Call:

Gavin DeVore Leonard____ Angie Hsu____ Carmen Brown____

Senay Semere____ Stephanie Pearce____

APPENDIX A: FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL BUILDING PERMITS

Residential Code of Ohio:

Fees:

Building (Structure) Fees:

One, Two and Three Family Homes.	
New / Additions / Alterations / Remodel:	
Application Fee	\$100.00
Plus	\$0.25 per sq. ft.
Accessory Structures: Awnings, Decks, Sheds (Sheds < 200 sq. ft. do not require permit)	
Application Fee	\$100.00
Plus	\$0.20 per sq. ft.
Swimming Pool > 24" deep	\$100.00
Demolition: Per Structure	\$75.00
Industrialized Unit — Foundation only:	\$125.00
(Does not include elec. service, decks, porches, garages or other add-ons)	
Roof Replacement or Structural Change	\$100.00

Electrical Fees:

New structures, Additions / Remodels	
Application Fee	\$100.00
Plus	\$0.04 per sq. ft.
Electric Service: New/upgrade/reconnect	\$90.00
Temporary Service	\$90.00
Swimming Pool — In ground/above ground bonding/wiring	\$90.00
Solar Arrays	
Application Fee	\$90.00
Plus	\$5.00/ panel

Mechanical (HVAC) Fees:

New structures, Additions / Remodels:	
Application Fee	\$100.00
Plus	\$0.04 per sq. ft.
Furnace or A/C Replacement — per unit	\$90.00
Heat pump	\$90.00
Gas Piping	\$90.00
Geothermal trench/pressure test	\$90.00 per inspection

Minor Alteration: (Per Each Type of Permit; Building, Electric, HVAC, Etc.)

Application Fee	\$80.00
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Administrative Fees:

Re inspection	\$75.00
Special inspection	\$75.00
Out of normal hours inspection (min. 3 hour billing)	\$125.00 / hour
Starting work without a permit	Doubled Permit Fee
Copy Plans & re-stamp	\$60.00
Plus cost of copying	
Plan Review — 3rd and subsequent (1/4 hour increments)	\$60.00 / hour
Revisions to approved plans	\$100.00
Plus Plan Review	
Certificate of Occupancy or Certificate of Completion	\$30.00
Temporary Certificate of Occupancy (30 Days)	\$100.00
Occupying without Certificate of Occupancy	\$500.00
Permit extension — if approved	\$100.00

Note: State Board of Building Standards Fee = 1% of above fees.
Application fees are paid with application and are non-refundable.
Substitute "Linear Ft." for Sq. Ft. where applicable, e.g. fences etc.

Commercial (OBC) Construction: _____ **Fees:** _____
(As amended by the Ohio Division of Industrial Compliance) effective January 1, 2019

Building General Fees: _____

Application Fee	\$275.00
Plus	\$0.105 per Sq. ft.
Temporary structures including tents (base + area)	
Application Fee	\$150.00
Plus	\$0.20 per Sq. Ft.
Demolition: Per Structure	
\$100.00	
Roof replacements	
\$250.00	
Storage Rack Systems	
Application Fee	\$275.00
Plus	\$0.105 per Sq. Ft.

Mechanical Fees: _____

Application Fee	\$275.00
Plus	\$0.065 per Sq. Ft.
Replacements - Furnace, A/C	
Application Fee	\$150.00
Plus 2 nd and additional units (on the same permit)	\$50.00 each
Kitchen Exhaust Hood	\$250.00
Geothermal Trench/ Pressure test	
\$100.00 per inspection	
Gas piping inspection	\$100.00

Electrical Fees: _____

Application Fee	\$275.00
Plus	multiply the Square feet times \$0.065

Solar Arrays: _____

Application Fee	\$275.00
Plus	\$5.00 per panel

Fire Suppression Systems: _____

(All Suppressed Areas)	
Application Fee	\$275.00
Plus	multiply the Square feet times \$0.065

Underground Fire line: _____

Application Fee	\$275.00
Plus \$10.50 per 100 Lineal Feet (Rounded up)	

Hood Suppression Systems: _____

Application Fee	\$250.00
Plus 2 nd and additional units (on the same permit)	\$50.00 each

Fire Alarm Systems:

Application Fee	\$275.00
Plus	\$6.50 per device

Industrialized Unit:

Application Fee	\$200.00
Plus	multiply the Square feet times \$0.0175

Minor Alteration: (Per Each Type of Permit; Building, Electric, HVAC, Etc.)

Application Fee	\$100.00
-----------------	----------

Sign Fees:

Large Signs (More than 15' pole to bottom of face or single sign face more than 200 sq. ft.)	
Sign Only	\$200.00
Sign including electric	\$280.00
Medium Signs (More than 10' pole to bottom of face or single sign face more than 50 sq. ft.)	
Sign Only	\$150.00
Sign including electric	\$230.00
Small Signs (All not included above)	
Sign Only	\$100.00
Sign including electric	\$180.00

Face changes — no building permit required.

Administrative Fees:

Re-inspection	\$100.00
Special inspection	\$150.00
Out of normal hours inspection (min. 3 hour billing)	\$150.00 per hour
Starting work without a permit	Doubled Permit Fee
Copy Plans & re-stamp	\$60.00
Plus cost of copying	
Plan Review (1/4 hour increments)	\$100.00 per hour
Revisions to approved plans	\$150.00
Plus Plan Review	
Certificate of Occupancy or Certificate of Completion with a permit	\$65.00
Certificate of Occupancy for Change of Use	\$150.00
Temporary Certificate of Occupancy (30 Days)	\$100.00
Occupying without Certificate of Occupancy	\$500.00
Permit extension, if approved	\$100.00

Note: State Board of Building Standards Fee = 3% of above fees

Application fees are paid with application and are non-refundable.

Substitute "Linear Ft." for Sq. Ft. where applicable, e.g. fences etc.

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2026-25**

**ENTERING INTO A CONTRACT WITH AMELIA N. BLANKENSHIP, ESQ. OF BRICKER
GRAYDON WYATT TO SERVE AS VILLAGE SOLICITOR FOR A TERM OF UP TO THREE YEARS
AND FIXING COMPENSATION**

WHEREAS, pursuant to Section 79 of the Village Charter, the Village Solicitor serves at the pleasure of Council, in accordance with the Village Charter; and

WHEREAS, following an evaluation process, Council believes it is in the best interests of the Village as a whole to continue to retain the services of Ms. Blankenship,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY
RESOLVES THAT:**

Section 1. Amelia Blankenship shall continue to serve as Solicitor for the Village of Yellow Springs, Ohio, to perform such duties as provided for in the Charter and as set forth in substantially the same manner as the Legal Services Agreement incorporated as "Attachment A" to this Resolution.

Section 2. The Village Solicitor shall be paid for services as provided in Attachment A, subject to annual budgetary review.

Section 3. The Village Manager for the Village of Yellow Springs is hereby authorized to execute the attached Legal Services Agreement.

Section 4. This Resolution shall take effect July 1, 2026 and the Village Solicitor shall serve through June 30, 2029. Upon expiration of the term, Council has full discretion to choose to renew or renegotiate terms.

Gavin DeVore Leonard, Vice President of Council

PASSED:

Attest: _____
Judy Kintner, Clerk of Council

Roll Call:

Gavin DeVore Leonard____ Angie Hsu____ Carmen Brown____
Senay Semere____ Stephanie Pearce____

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT (the "Agreement"), is by and between the **VILLAGE OF YELLOW SPRINGS, OHIO** (hereinafter, the "Village"), acting by and through its Village Manager, Johnnie Burns, and **BRICKER GRAYDON WYATT LLP** (hereinafter, the "Firm"), acting by and through its Of Counsel, Amelia N. Blankenship, 2 East Mulberry Street, Lebanon, Ohio 45036 (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Village previously appointed Ms. Blankenship as the Village's Solicitor in 2022;

WHEREAS, Ms. Blankenship and the Village also previously retained the services of the Firm to provide additional Solicitor-related legal services as determined by the Village and Ms. Blankenship, based upon the expertise required in a given matter;

WHEREAS, following four years of service by Ms. Blankenship as the Village's Solicitor upon the previously agreed-upon rates, the Parties have renegotiated the billing rates by which Ms. Blankenship and the Firm will continue to provide Solicitor services to the Village moving forward;

NOW, THEREFORE, be it agreed by and between the Parties as follows:

SOLICITOR SERVICES FEES

- A. Ms. Blankenship specifically, and the Firm more generally, in consideration of the promises and agreements of the Village, promises and agrees to serve as the Village Solicitor and shall act in such capacity as the legal advisor to, and counsel for the Village and to all officers in matters relating to their official duties.
- B. The Village promises and agrees to retain Ms. Blankenship and the Firm during the period aforesaid, subject to the proper performance of the duties delineated herein, and to pay the Firm for the first two years of this Agreement a blended hourly rate of \$285.00 per hour for all work, except for time subject to the Meeting Retainer, performed by Ms. Blankenship and other Firm attorneys, payable in monthly installments, plus reasonable expenses as determined by the Village Manager. Additionally, should the services of Firm paralegals, clerks or other non-attorney personnel be necessary, such services shall be charged at the standard rate charged by the Firm to other clients. After the first two years of this Agreement, the hourly rate will increase to \$295 per hour.
- C. The Village will pay \$2,475.00 per month to the Firm as a Meeting Retainer. The Meeting Retainer will cover two in-person meetings per month in the Village. Every year the Meeting Retainer will increase by 10%.

WORK NOT SUBJECT TO THE BLENDED RATE

The Parties also acknowledge the Village may, from time-to-time, engage the Firm for legal services that will not be subject to the blended rate. Specifically, economic development, construction, litigation, and environmental work will not be subject to the blended rate.

INSURANCE DEFENSE

A. The Village insures against certain risks which may inevitably result in litigation. It is agreed that the Solicitor and Firm may assist the Village in supervising these matters if handled by counsel other than the Firm designated by the insurance carriers. When doing so, the Firm will charge the Village for such supervision at the rates provided above in section (II)(A). The Village may, at its discretion, request of its insurance carrier that the Firm be assigned to the matter covered by insurance.

B. In cases where the Village Solicitor and the Village Manager deem it appropriate for the Firm to represent the Village and/or its employees in matters where insurance coverage is available, the Firm and the Village agree that, for the duration of this Agreement, the Firm will perform those services in lieu of counsel normally appointed by the insurance carrier at a rate not to exceed \$285.00 per hour on a blended basis, with the Village paying the difference between the hourly rate for legal services paid by the insurance carrier and \$285.00 per hour on a blended basis together with any normal or customary expense charges which may be beyond charges directly authorized or paid by the carrier.

CRIMINAL MATTERS

The Parties agree that the Village's criminal prosecution services are outside the scope of this Agreement and will continue to be handled separately from the Firm.

EMPLOYMENT OF PARTNERS AND ASSOCIATES

The Village recognizes that it has hired Ms. Blankenship as its Solicitor and the Firm to provide legal services to the Village. Accordingly, the Village also recognizes that the Village Solicitor's partners and associates will be assisting her from time to time as the Village's needs mandate. The Village, therefore, authorizes the Solicitor to engage the services of those partners, associates and other Firm personnel on the same basis that the Firm would afford to other clients, subject to the provisions above. The Village further recognizes that the compensation of those individuals in accordance with the terms of this Agreement is fair and reasonable. The Village Solicitor shall not receive any distributive share of the amounts paid by the Village for the services of these associates, partners and other Firm personnel under this Provision.

EFFECTIVE DATE & RENEWAL

This Agreement shall be effective from July 1, 2026 through June 30, 2029 and shall automatically renew thereafter, on a year-to-year-basis, unless otherwise cancelled by either Party pursuant to Section IX, below. The parties may alter or amend this Agreement in writing at any time, signed by the parties or their agent (Amelia Blankenship for the Firm and the Village Manager, or his/her designee, for the Village).

CONFLICTS

The Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to its work for the Village. The Village hereby agrees to waive any present or future conflicts regarding the same. The Firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instances where, as the result of the Firm's representation of the Village, the Firm has obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage of the Village and/or any of its individual officers or entities represented by those officers or agents. The Firm will notify the Village if a conflict arises.

INDEPENDENT CONTRACTOR STATUS

The Village Solicitor and partners and employees of the Firm are independent contractors, not employees, of the Village, and are therefore not entitled to the benefits accorded to regular full-time Village employees.

CANCELLATION

This Agreement may be cancelled by either party upon thirty (30) days written notice at the addresses listed above.

IN WITNESS WHEREOF, the Village of Yellow Springs, Ohio, acting through its authorized agent, Village Manager Johnnie Burns and the Firm acting through its authorized agent, Amelia N. Blankenship, hereunto subscribed their names, this ____ day of _____, 2026.

VILLAGE OF YELLOW SPRINGS, OHIO

BRICKER GRAYDON WYATT LLP

By: _____
Johnnie Burns, Village Manager

By: _____
Amelia N. Blankenship, Of Counsel

Approved as to form:

Steven Smith, General Counsel

25844216v1



The Village of Yellow Springs

LEGISLATIVE MEMO

Agenda Item:	Reading of Resolution 2026-26
Title:	Authorizing a Contract with Choice One Engineering for Storm Sewer Improvements on Fairfield Pike
Submitted by:	Johnnie Burns, Village Manager
Scope/Description:	This resolution authorizes the Village Manager to enter into a contract with Choice One Engineering for the preparation of construction plans related to storm sewer improvements along Fairfield Pike. The project area extends along the south side of Yellow Springs–Fairfield Road (Fairfield Pike) from Ridgecrest Drive to the Little Miami Scenic Trail. These improvements are part of a larger infrastructure effort supported by funding from the Ohio Public Works Commission (OPWC). Choice One Engineering, the Village’s contracted engineering firm, has provided a detailed scope of services, project schedule, and cost proposal for completing the necessary design work.
Stakeholder Impact:	The proposed storm sewer improvements will benefit residents, pedestrians, and property owners in the project area by addressing existing drainage issues and supporting future infrastructure enhancements. The project also complements planned pedestrian safety improvements, contributing to overall community connectivity and roadway safety.
Budget Impact:	The total cost for engineering services is \$47,770, which will be funded as part of the Village’s required local share of the OPWC grant-funded project. The OPWC is providing \$441,390, representing approximately 84% of the total project cost. The Village’s portion, including engineering expenses, will be funded through the Storm Sewer Utility Fund. The total Village contribution was established at a not to exceed amount of \$84,075 with passage of Resolution 2025-47, “Authorizing the Village Manager to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to Execute Contracts as Required.”
Exhibits:	None.
Recommendation:	Staff recommend approval of the resolution authorizing the Village Manager to execute a contract with Choice One Engineering for the design of storm sewer improvements along Fairfield Pike.

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2026-26**

**APPROVING A CONTRACT WITH CHOICE ONE ENGINEERING FOR ENGINEERING OF
STORM SEWER IMPROVEMENT ON FAIRFIELD PIKE**

WHEREAS, The Village of Yellow Springs has received a grant of \$441,390 from Ohio Public Works Commission (OPWC) to improve the storm sewer system along Fairfield Pike, providing 84% of the total needed for this project; and,

WHEREAS, Choice One Engineering, as the Village's contracted engineering firm has provided a scope of services, schedule and bid for supplying all necessary construction plans required for this project, and;

WHEREAS, The Village Manager recommends paying for these services from the 16% of the project total which is to be provided by the Village,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO
HEREBY RESOLVES THAT:**

Section 1. Village Council hereby authorizes the Village Manager to execute a contract with Choice One Engineering at a total cost of \$47,770 and in a form substantially similar to the attached Exhibit A for completion of construction plans for storm improvements along the south side of Yellow Springs-Fairfield Road (AKA Fairfield Pike) from Ridgecrest Drive to the Little Miami Scenic Trail.

Section 2. Funds for the Village's portion of the storm sewer improvement project, including engineering costs, will be taken from the Storm Sewer Utility Fund.

Gavin DeVore Leonard, President of Council

Passed:

Attest: _____
Judy Kintner, Clerk of Council

Roll Call:

Gavin DeVore Leonard____	Angie Hsu____	Carmen Brown____
—	Senay Semere____	Stephanie Pearce____



Date

February 24, 2026

Attention

John Burns
Village Manager
Johnnie.Burns@yellowsprings.gov

Address

Village of Yellow Springs
100 Dayton Street
Yellow Springs, OH 45387

Subject

Agreement for Professional Services
Yellow Springs-Fairfield Road Storm
GRE-YSP-2503

Dear Mr. Burns:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Yellow Springs Fairfield Road Storm project.

This Agreement is by and between the Village of Yellow Springs, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of eight pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Village of Yellow Springs

Authorized Signature

Date

Choice One Engineering Corporation



Bradley A. Warnock, P.E., Project Manager

2/24/2026

Date

W. Central Ohio/E. Indiana

2633 Campbell Rd.
Sidney, OH 45365
937.497.0200 **Phone**

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 **Phone**

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

Choice One intends to provide construction plans for storm improvements along the south side of Yellow Springs-Fairfield Road from Ridgecrest Drive to the Little Miami Scenic Trail.

Project Details

- The Village of Yellow Springs intends to improve the storm sewer system along Yellow Springs-Fairfield Road within the village limits.
- OPWC funding has been awarded for this project. The estimated construction cost is \$525,465.
- The approximate length of this project will be 3,300 feet, but there is a section of 750 feet from N. Stafford Street to N. Winter Street that no improvements are anticipated.
- The storm sewer is anticipated to be installed according to the attached exhibit.
- Pipes have been preliminarily sized, but will be further investigated to ensure that the system is sized appropriately.
- While no sidewalk is to be installed with this project, all grading needed to install sidewalk in the future is to be completed with this project.
- At the creek crossing, this project will include the extension of the existing box culvert.
- The existing storm sewer within the project limits will be inventoried and evaluated during the survey phase. Where it can be used, existing storm sewer will remain.
- Where storm sewer is installed under existing driveways, the trenches will be backfilled with stone. Concrete drive aprons will be installed with the future sidewalk project. With that project, the appropriate materials will be placed to match the existing driveway materials.
- Any trenches for storm sewer installation in the existing roadway will be patched with full depth asphalt repair.
- Choice One will contact OUPS ahead of topographic survey work to ensure utilities are marked. Basemaps will also be requested to ensure markings match utility company basemaps.
- Existing sanitary laterals, water services, or fire hydrants in conflict with the proposed storm improvements will be relocated as part of this project.
- Privately owned utilities within the project limits will be relocated by the appropriate utility company if necessary.
- Temporary work agreements for grading purposes will be the responsibility of the Village.
- No permanent right-of-way or easements are anticipated.
- Right-of-way plan preparation is not included in this scope. If right-of-way plans are needed, they may be added as an amendment to this agreement.
- Choice One will assist the Township with acquiring an Ohio EPA notice of intent if the earth disturbed area is determined to be over one acre.
- Stormwater Pollution Prevention Plan (SWPPP) development is not included in this scope. If necessary, it can be added as an amendment to this scope.
- An environmental study is not included in this scope of work and is not anticipated to be necessary.
- Plans will be designed to Ohio Department of Transportation (ODOT) and Village of Yellow Springs standards and specifications.
- Choice One will provide a detailed construction estimate for the 50% submittal, as well as a final estimate for the construction plans.
- Material and construction standards will be covered by general notes and specifications.
- Maintenance of traffic will be covered by general notes. Detour plans will not be included.
- A public meeting is not anticipated.
- Choice One will perform the public bidding procedures for the project.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features to the face of the houses for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
- j. Provide one (1) foot contour intervals.
- k. Completed topographic survey shall be provided in AutoCAD format.

2. Construction Plans

- a. Title Sheet
- b. Typical Sections
- c. General Notes including MOT
- d. General Details
- e. Quantity Summary and Engineer's Estimate
- f. Plan and Profiles (Scale 1" = 20' horizontal, 1" = 5' vertical)
- g. Preliminary Cross Sections (scale 1" = 5' horizontal, 1"=5' vertical)
- h. Submit 50% plans to the Village of Yellow Springs and all affected utility companies for review and approval. Plan submittals to utilities shall be sent via email.
- i. Estimate probable construction costs for 50%, and final submittals.
- j. Storm sewer calculations will be provided at 50% submittal.
- k. Attend two design meetings.

3. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One Engineering's office with the cost to be reimbursed to Choice One Engineering by contractor's purchase of plans and documents.
- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- d. Check Ohio Auditor of State's website for unresolved findings.
- e. Process addenda, if necessary.
- f. Attend bid opening.
- g. Review bids and contractor qualifications.
- h. Prepare bid tabulations.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

4. Construction Layout Staking

- a. Survey Control
 - i. Locate existing control points and benchmarks and set adequate control points for reestablishing the centerline of construction.
- b. Storm Sewer
 - i. Provide stakes for catch basins graded to the invert at a 10' offset with top of grate elevation and alignment.
- c. We will coordinate with the construction contractor on scheduling of the layout staking and will work with the contractor as best as possible, but cannot restake any of the above items without proper compensation from either the contractor or Client as mutually agreed upon prior to construction commencing.
- d. Staking will be performed per construction plans and will not be field adjusted.

5. Construction Administration Services (Hourly Upon Request)

- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Produce additional plans for successful contractor and Client.
 - ii. Attend preconstruction meeting and provide minutes to attendees.
 - iii. Respond to Contractor's questions.
 - iv. Administrate plan interpretation for contractor and Client during construction, as required.
 - v. Attend meetings at the request of the Client with contractor.
 - vi. Review and approve pay requests.
 - vii. Process necessary change orders.
 - viii. Conduct final inspection and provide a punch list.
 - ix. Review site/civil shop drawings.
 - x. Attend final walkthrough with Client and contractor.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Sanitary Sewer Design
2. Waterline Design
3. Traffic Signal Design
4. Traffic Impact Studies
5. Traffic Data Collection
6. Detailed Maintenance of Traffic Plans
7. Off-Site Utility Extension
8. Easement and Right-of-Way Plats or Descriptions
9. Record Drawings
10. Ohio Environmental Protection Agency (OEPA) Permits and Submittals

Client Responsibilities

- Payment of all other agency-related fees.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

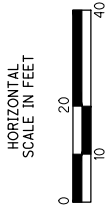
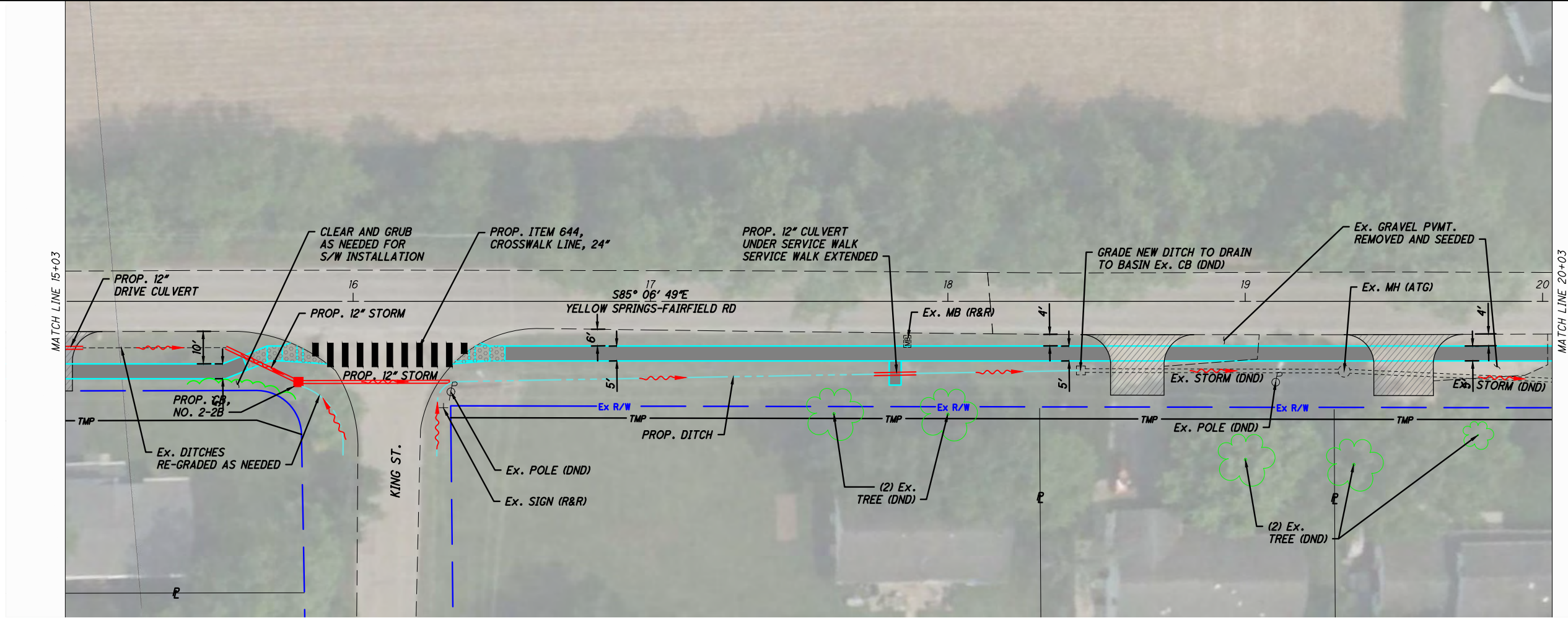
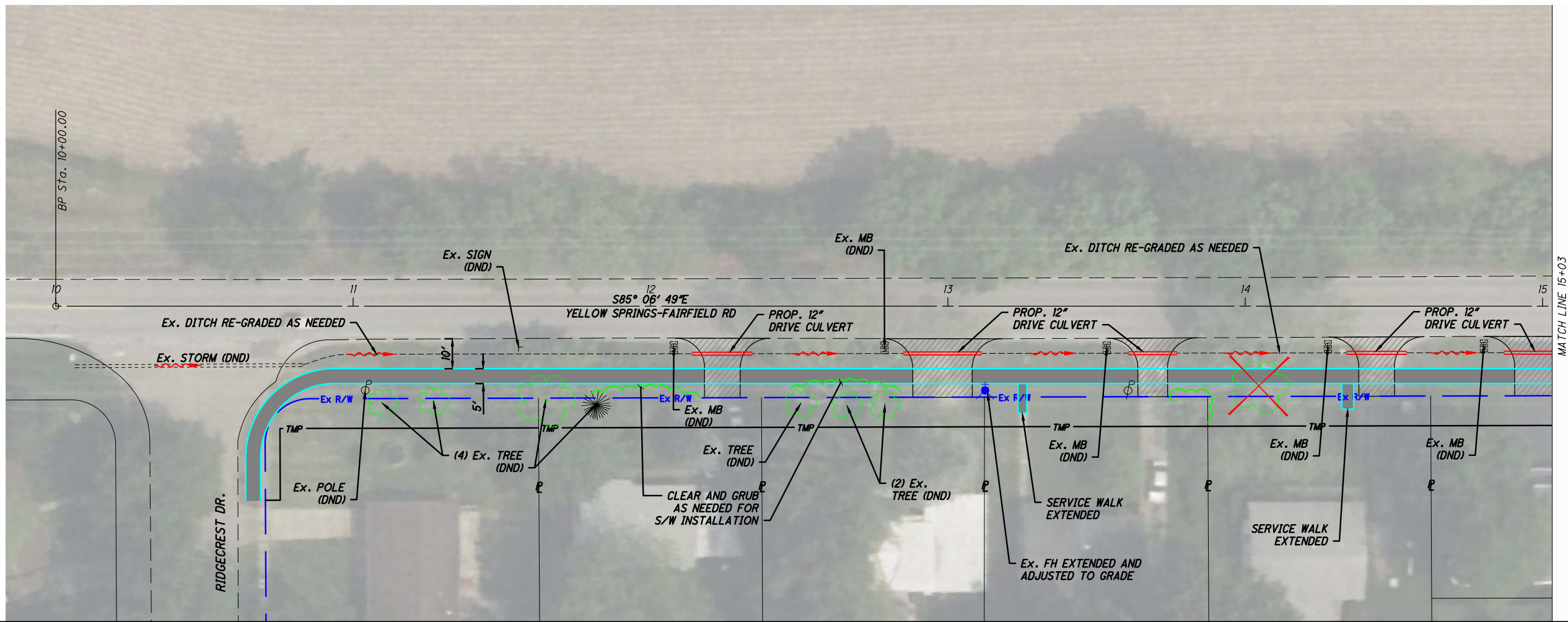
Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$8,270.00
Construction Plans	\$33,000.00
Construction Bidding Procedures	\$3,500.00
Construction Layout Staking	\$3,000.00
Total	\$47,770.00
<i>Construction Administration Services</i>	<i>Hourly Upon Request</i>

Schedule

Choice One will have construction plans complete and ready to bid by June 2026 if an executed agreement is received by the end of March 2026.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.



YELLOW SPRINGS-FAIRFIELD ROAD PLAN
STA. 10+00 to STA. 20+00

DESIGN AGENCY



CHOICE ONE ENGINEERING

DESIGNER

BAW

REVIEWER

MKG

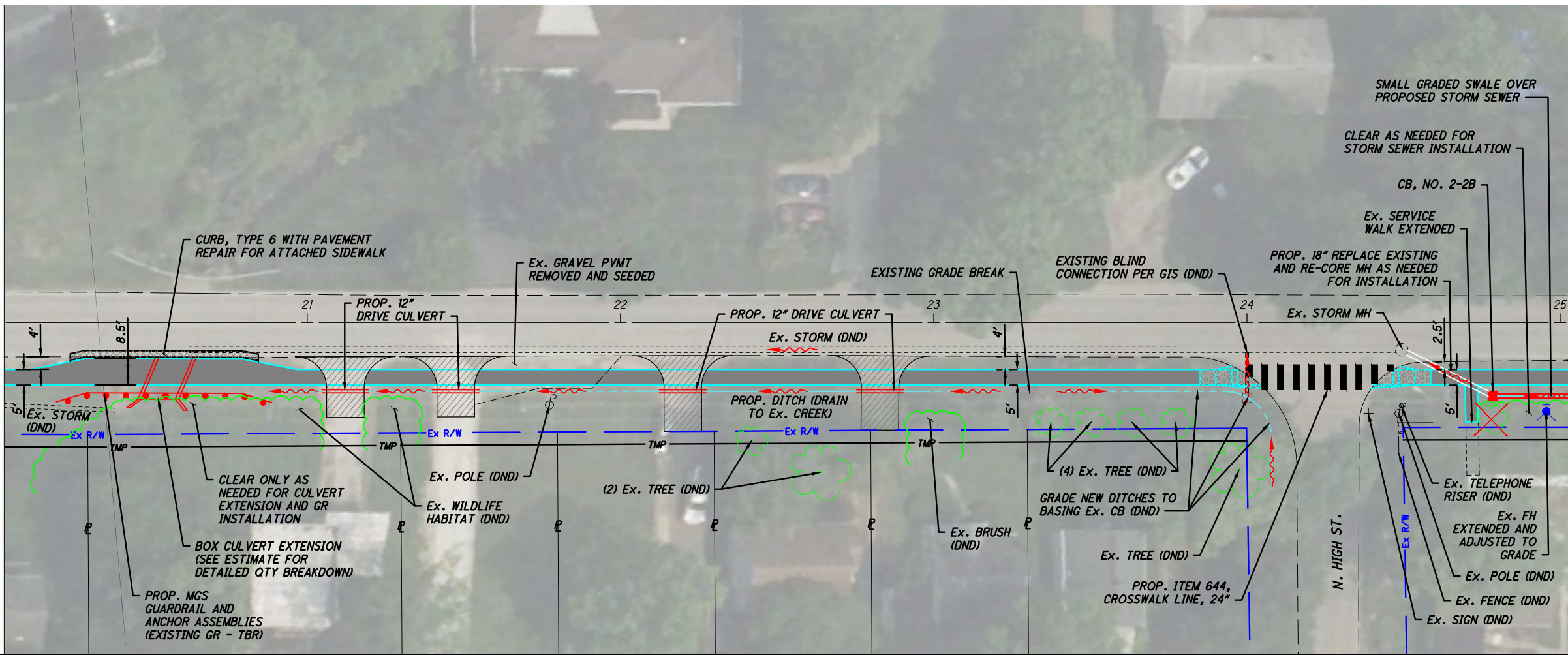
PROJECT ID

SHEET

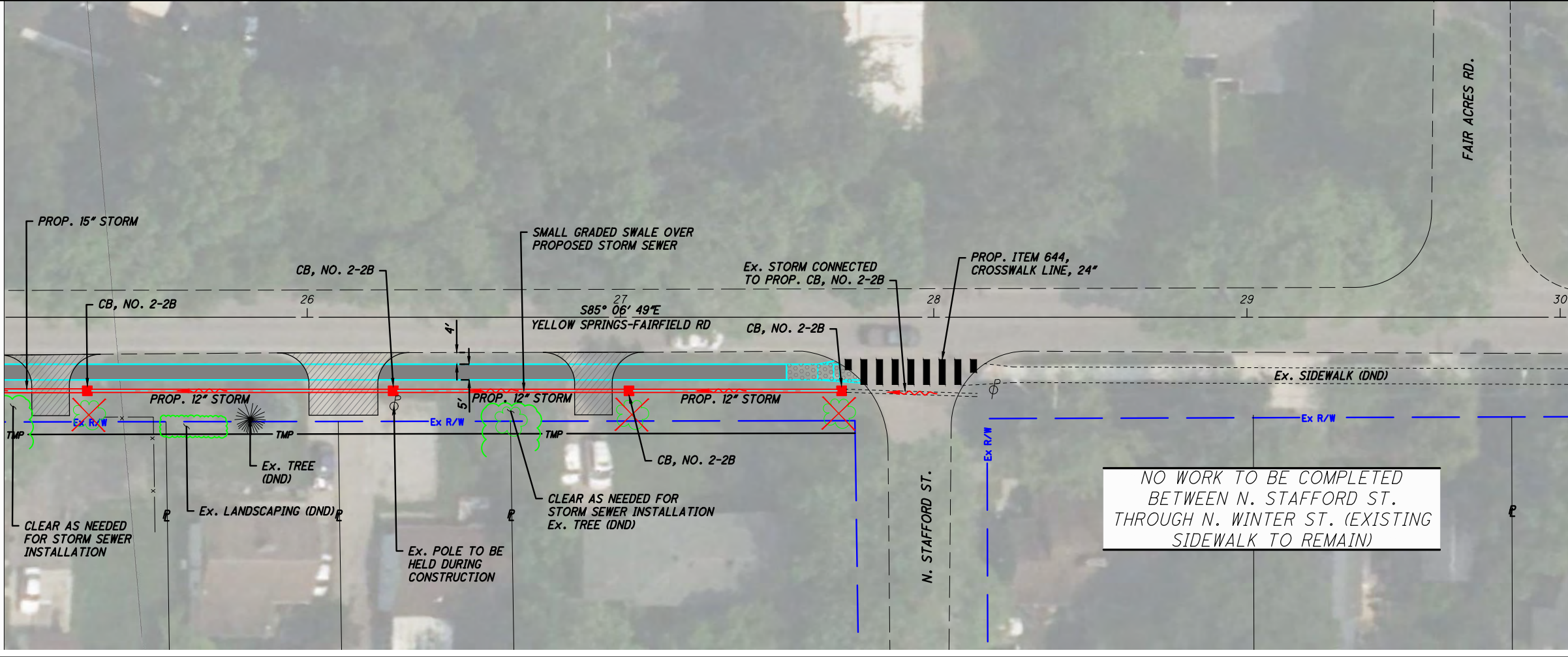
TOTAL

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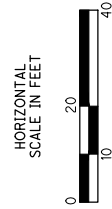
MATCH LINE 20+03



MATCH LINE 25+03



MATCH LINE 30+03



YELLOW SPRINGS-FAIRFIELD ROAD PLAN
STA. 20+00 to STA. 30+00

DESIGN AGENCY



CHOICE ONE ENGINEERING

DESIGNER

BAW

REVIEWER

MKG

PROJECT ID

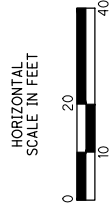
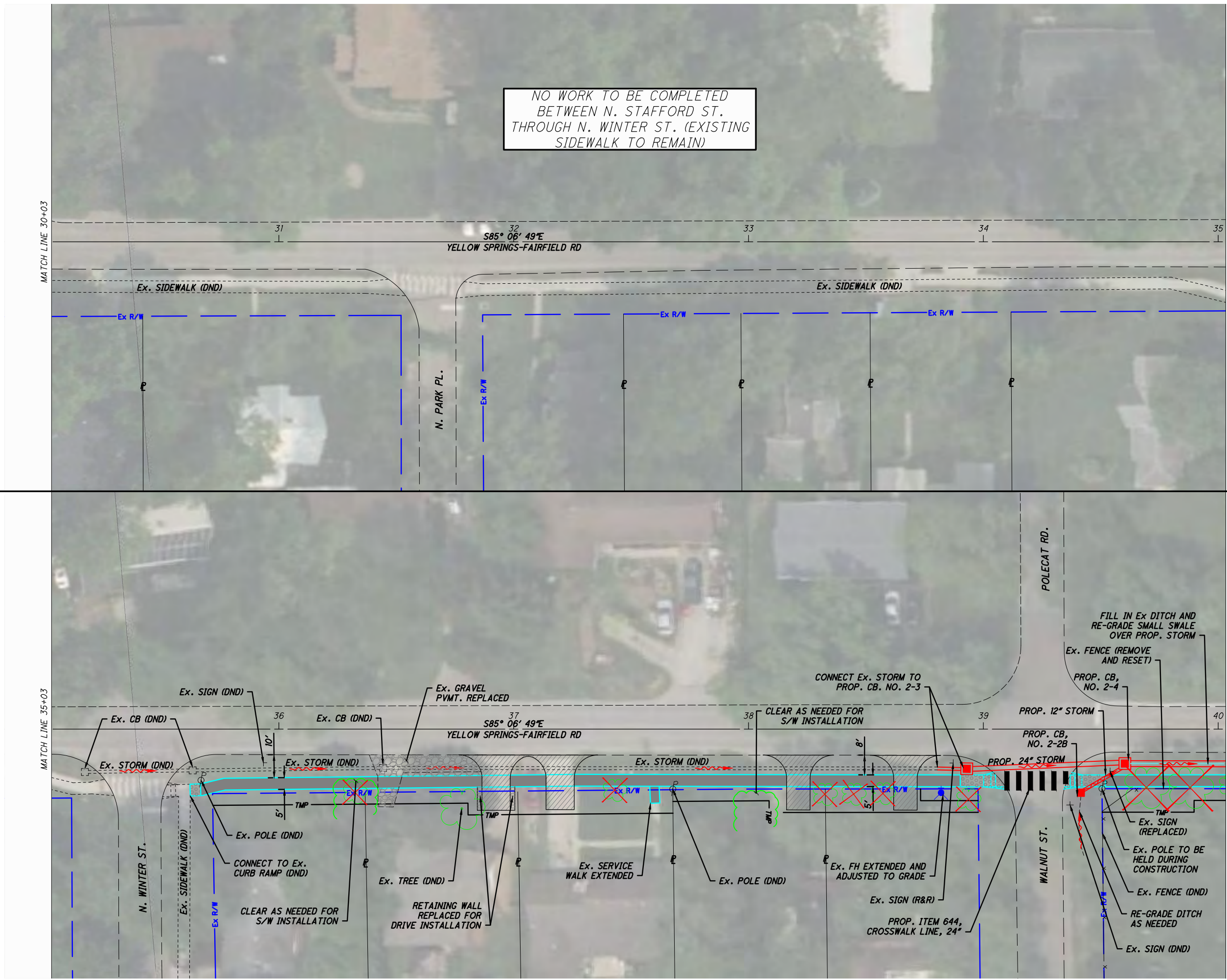
SHEET

2

TOTAL

4

NO WORK TO BE COMPLETED
BETWEEN N. STAFFORD ST.
THROUGH N. WINTER ST. (EXISTING
SIDEWALK TO REMAIN)



YELLOW SPRINGS-FAIRFIELD ROAD PLAN
STA. 30+00 to STA. 40+00

DESIGN AGENCY



CHOICE ONE ENGINEERING

DESIGNER

BAW

REVIEWER

MKG

PROJECT ID

SHEET	TOTAL
3	4

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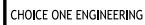


**HORIZONTAL
SCALE IN FEET**



A horizontal scale bar with a black background and white markings. The scale is marked at 0, 10, 20, and 40 feet. The bar is divided into four equal segments of 10 feet each. The first segment (0-10) is black, the second (10-20) is white, the third (20-30) is black, and the fourth (30-40) is white.

STA. 40+00 to STA. 44+00



MKG

TOTAL

4

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.



The Village of **YELLOW SPRINGS**

MEMORANDUM

TO: Village Council and Village Manager

FROM: Nia Holt, Planning & Zoning Director

DATE: June 23, 2026

RE: Recommended Building Fees Increase

Since the Building Permit Fee Schedule was adopted in 2021, it has not undergone a comprehensive review. In coordination with the National Inspection Corporation (NIC), staff evaluated the current fee schedule in relation to increasing operational costs and fee structures utilized by comparable building departments such as the City of Fairborn and Greene County.

Based on this assessment, staff recommends a comprehensive update to the fee schedule to ensure fees more accurately reflect the costs associated with plan review, permitting, inspections, and related services. The proposed revisions include adjustments to existing fees as well as the addition of several new permit and inspection categories to address services that are not currently represented in the fee schedule. New fee categories include:

- Commercial and Residential Permit Tiers (New Construction, Additions, Alterations, and Remodeling)
- Partial Permits – Footer/Foundation, Partial Shell, and Partial Interior Finish
- Electric Vehicle Charging Station Permit (Commercial and Residential)
- Battery Backup System Permit (Commercial and Residential)
- Meter Bank Replacements
- Temporary Service
- BDA Radio Systems
- Missed Inspection Fee
- Annual Contractor's License

Permit fees are shared monthly among the State of Ohio, NIC, and the Village. The State receives a supplemental fee as required by law, NIC receives a portion for plan review and inspection services per contractual agreement, and the Village retains the remaining balance to cover permit administration and program oversight.

- State of Ohio: 3% supplemental fee
- NIC: 90%
- Village: Remaining balance after State and NIC allocations

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2026-27**

**APPROVING A FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL
BUILDING PERMITS FOR THE VILLAGE OF YELLOW SPRINGS**

WHEREAS, Section 1440.02 of the Codified Ordinances Part Fourteen, Title Four, Building and Housing Code of the Village of Yellow Springs, Ohio provides for “Permit Fees for Review Expenses”; and

WHEREAS, due to increased costs for processing permits, and upon recommendation of the Village Manager, Council has determined that it is in the best interests of the Village to update fees for residential and commercial building permits; and

WHEREAS, Council has passed Ordinance 2026-12, authorizing Council to amend permit fees as needed and upon recommendation of the Village Manager by resolution of Council,

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS OHIO
HEREBY RESOLVES THAT:

Section 1. The Fee Schedule for Commercial and Residential Building Permits attached hereto as Exhibit A is hereby approved by Council.

Section 2. This schedule remains in effect until superseded by a succeeding resolution of Council.

Gavin DeVore Leonard, President of Council

Passed:

Attest: _____
Judy Kintner, Council Clerk

Roll Call:

Gavin DeVore Leonard____	Angie Hsu____	Carmen Brown____
Senay Semere__	Stephanie Pearce____	

**EXHIBIT A: FEE SCHEDULE FOR RESIDENTIAL
AND COMMERCIAL BUILDING PERMITS**

Residential Code of Ohio Fees:

Building (Structure) Fees:

One, Two and Three Family Homes.

(New / Additions / Alterations / Remodel)

~~—Application Fee \$100.00~~

~~—Plus \$0.25 per sq. ft.~~

0-500 sq. ft	\$250.00
501-1000 sq. ft.	\$325.00
1001 - 1500 sq.ft.	\$400.00
1500 + sq. ft.	\$500.00 (plus \$200/each additional 500 sf over 1500 sf or part thereof)

Accessory Structures: Awnings, Decks, Sheds

(Sheds < 200 sq. ft. do not require permit)

Application Fee ~~\$100.00~~ **\$115.00**

Plus \$0.20 per sq. ft.

Swimming Pool > 24" deep ~~\$100.00~~ **\$115.00**

Demolition: Per Structure ~~\$75.00~~ **\$90.00**

Industrialized Unit - Foundation only: ~~\$125.00~~ **\$135.00**

(Does not include elec. service, decks, porches, garages or other add-ons)

Roof Replacement or Structural Change ~~\$100.00~~ **\$115.00**

Electrical Fees:

New structures, Additions / Remodels Application Fee ~~\$100.00~~ **\$115.00**

Plus ~~\$0.04~~ **\$0.045** per sq. ft.

Electric Service: New/upgrade/reconnect ~~\$90.00~~ **\$100.00**

Temporary Service ~~\$90.00~~ **\$100.00**

Residential Vehicle Charging \$100.00

Swimming Pool (In-ground/above ground bonding/wiring) ~~\$90.00~~ **\$100.00**

Solar Arrays Application Fee ~~\$90.00~~ **\$100.00**

Plus ~~\$5.00/panel~~ **\$5.50/panel**

Battery Back up System \$115.00

Mechanical (HVAC) Fees:

New structures, Additions / Remodels: Application Fee ~~\$100.00~~ **\$115.00**
Plus ~~\$0.04~~ **\$0.045** per sq. ft.

Furnace or A/C Replacement - per unit ~~\$90.00~~ **\$100.00**

Heat pump ~~\$90.00~~ **\$100.00**

Gas Piping ~~\$90.00~~ **\$100.00**

Geothermal trench/pressure test ~~\$90.00~~ **\$100.00** per inspection

Minor Alteration: Application Fee ~~\$80.00~~ **\$90.00**
(Per Each Type of Permit; Building, Electric, HVAC, Etc.)

Residential Administrative Fees:

Re-inspection ~~\$75.00~~ **\$80.00**

Special inspection ~~\$75.00~~ **\$80.00**

Out of normal hours inspection ~~\$125.00/hour~~ **\$160.00/hour**
(min. 3 hour billing)

Starting work without a permit - Doubled Permit Fee

Missed Inspection \$100.00

Copy Plans & re-stamp ~~\$60.00~~ **\$64.00**
Plus cost of copying

Plan Review - 3rd and subsequent (1/4 hour increments) ~~\$60.00/hour~~ **\$65/hour**

Revisions to approved plans ~~\$100.00~~ **\$110.00**
Plus Plan Review

Certificate of Occupancy or Certificate of Completion ~~\$30.00~~ **\$40.00**

Temporary Certificate of Occupancy (30 Days) ~~\$100.00~~ **\$115.00**

Occupying without Certificate of Occupancy ~~\$500.00~~ **\$535.00**

Permit extension - if approved ~~\$100.00~~ **\$110.00**

Note: State Board of Building Standards Fee = 1% of above fees.
Application fees are paid with application and are non-refundable.
Substitute "Linear Ft." for Sq. Ft. where applicable, e.g. fences etc.

Commercial (OBC) Construction Fees:

(As amended by the Ohio Division of Industrial Compliance) effective January 1, 2019

Building General Fees:

~~Application Fee \$275.00~~

~~Plus \$0.105 per Sq. ft.~~

0-500 sq. ft	\$350.00
501-1000 sq. ft.	\$425.00
1001 - 1500 sq.ft.	\$500.00
1500 + sq. ft.	\$600.00 (plus \$300/each additional 500 sf over 1500 sf or part thereof)

Temporary structures including tents (base + area) Application Fee ~~\$150.00~~ **\$175.00**

~~Plus \$0.20~~ **\$0.25** per Sq. Ft.

Demolition: Per Structure ~~\$100.00~~ **\$125.00**

Roof replacements ~~\$250.00~~ **\$270.00**

Storage Rack Systems Application Fee ~~\$275.00~~ **\$295.00**

~~Plus \$0.105~~ **\$0.115** per Sq. Ft.

Footer/foundation \$270.00

Plus \$0.2875 per Sq. Ft.

Partial Shell \$270.00

Plus \$0.41 per Sq. Ft.

Partial Interior Finish \$270.00

Plus \$0.41 per Sq. Ft

Mechanical Fees:

Application Fee ~~\$275.00~~ **\$295.00**

~~Plus \$0.065~~ **\$0.0700** per Sq. Ft.

Replacements - Furnace, A/C Application Fee ~~\$150.00~~ **\$175.00**

~~Plus 2nd and additional units (on the same permit) \$50.00~~ **\$55.00** each

Kitchen Exhaust Hood ~~\$250.00~~ **\$270.00**

Geothermal Trench/ Pressure test ~~\$100.00~~ **\$125.00** per inspection

Gas piping inspection ~~\$100.00~~ **\$125.00**

Electrical Fees:

Application Fee ~~\$275.00~~ **\$295.00**

Plus multiply the Square feet times ~~\$0.065~~ **\$0.0700**

Solar Arrays: Application Fee ~~\$275.00~~ **\$295.00**

Plus ~~\$5.00~~ **\$6.00** per panel

Electrical Vehicle Charging Station Permit \$125.00

Battery Back up System \$295.00

Meter Bank Replacements \$295.00

Plus \$25.00 per unit

Temporary Service \$175.00

Fire System Permits:

Fire Suppression Systems (All Suppressed Areas) Application Fee ~~\$275.00~~ **\$295.00**

Plus multiply the Square feet times ~~\$0.065~~ **\$0.0700**

Underground Fire line Application Fee ~~\$275.00~~ **\$295.00**

Plus ~~\$10.50~~ **\$11.25** per 100 Lineal Feet (Rounded up)

Hood Suppression Systems Application Fee ~~\$250.00~~ **\$270.00**

Plus 2nd and additional units (on the same permit) ~~\$50.00 each~~ **\$55.00 each**

Fire Alarm Systems Application Fee ~~\$275.00~~ **\$295.00**

Plus ~~\$6.50~~ **\$7.00** per device

BDA Radio Systems \$295.00

Plus \$0.500 per sq.ft.

Industrialized Unit Application Fee ~~\$200.00~~ **\$250.00**

Plus multiply the Square feet times ~~\$0.0175~~ **\$0.200**

Minor Alteration Application Fee ~~\$100.00~~ **\$110.00**

(Per Each Type of Permit; Building, Electric, HVAC, Etc.)

Sign Fees: **Plus \$0.100 per sq. ft.**

Large Signs (More than 15' pole to bottom of face or single sign face more than 200 sq. ft.)

Sign Only ~~\$200.00~~ **\$225.00**

Sign including electric ~~\$280.00~~ **\$300.00**

Medium Signs (More than 10' pole to bottom of face or single sign face more than 50 sq. ft.)

Sign Only ~~\$150.00~~ **\$170.00**

Sign including electric ~~\$230.00~~ **\$250.00**

Small Signs (All not included above)
Sign Only ~~\$100.00~~ \$110.00
Sign including electric ~~\$180.00~~ \$200.00
Face changes - no building permit required.

Commercial Administrative Fees:

Re-inspection/Additional Inspections ~~\$100.00~~ **\$125.00/inspection**

Special inspection ~~\$150.00~~ **\$1745.00**

Out of normal hours inspection (min. 3 hour billing) ~~\$150.00~~ **\$160.00** per hour

Starting work without a permit Doubled Permit Fee

Missed Inspection \$100.00

Copy Plans & re-stamp ~~\$60.00~~ **\$64.00**
Plus cost of copying

Plan Review ~~\$100.00~~ **\$125.00** per hour (1/4 hour increments)

Revisions to approved plans ~~\$150.00~~ **\$175.00**
Plus Plan Review

Certificate of Occupancy or Certificate of Completion with a permit ~~\$65.00~~ **\$100.00**

Certificate of Occupancy for Change of Use ~~\$150.00~~ **\$175.00**

Temporary Certificate of Occupancy (30 Days) ~~\$100.00~~ **\$125.00**

Occupying without Certificate of Occupancy \$500.00

Permit extension, if approved ~~\$100.00~~ **\$110.00**

Note: State Board of Building Standards Fee = 3% of above fees
Application fees are paid with application and are non-refundable.
Substitute "Linear Ft." for Sq. Ft. where applicable, e.g. fences etc.

Annual Contractor License (Effective January 01, 2027)

General Contractor \$85.00

Specialty Contractor \$110.00
(Electrical, HVAC, Plumbing, Structural, Fire Protection, Concrete)



The Village of Yellow Springs

LEGISLATIVE MEMO

Agenda Item:	Reading of Resolution 2026-28
Title:	Authorizing the Village Manager to Renew Health Insurance for Village Employees
Submitted by:	Johnnie Burns, Village Manager
Scope/Description:	This item authorizes the Village's continued participation in the Ohio Benefits Cooperative (OBC) and approval of health insurance renewal rates for the 2026–2027 plan year. The renewal reflects a 10.76% increase across all coverage tiers with no changes to plan design. The Village will continue its 85% employer and 15% employee premium cost share.
Stakeholder Impact:	This renewal impacts all benefit eligible Village employees and their dependents. While premiums are increasing, the Village's continued participation in the OBC helps mitigate higher cost exposure that would likely occur in the fully insured market. Employees will maintain consistent plan design and provider access.
Budget Impact:	The renewal reflects increased health insurance costs consistent with current market trends. These costs are anticipated within the Village's budget, with any future adjustments addressed through the normal budget process.
Additional Information:	Health Insurance Renewal Memorandum (Plan Year September 1, 2026 – August 31, 2027)
Recommendation:	Staff recommend approval of the health insurance renewal and continued participation in the Ohio Benefits Cooperative for the 2026–2027 plan year.



The Village of **YELLOW SPRINGS**

MEMORANDUM

TO: Village Council

FROM: Johnnie Burns, Village Manager

DATE: June 30, 2026

RE: Health Insurance Renewal Information (Plan Year September 1, 2026 – August 31, 2027)

This memo provides an update on the Village's employee health insurance renewal for the 2026–2027 plan year and includes a summary of renewal rates, market context, and continued participation in the Ohio Benefits Cooperative (OBC).

Background and OBC Participation

As Council will recall, the Village joined the Ohio Benefits Cooperative (OBC) effective May 1, 2025 following a full market analysis conducted by McGohan Brabender. The review included multiple carriers, including Anthem, UnitedHealthcare, Medical Mutual, Sidecar Health, and the OBC consortium option.

At that time, the Village faced a significantly higher fully insured renewal from Anthem, along with less favorable long-term pricing stability across alternative carriers. The Anthem fully insured renewal totaled approximately \$649,733 annually, compared to the OBC option at approximately \$494,591.

OBC was selected based on:

- Lower initial and projected cost compared to fully insured options
- Access to the Anthem network through a self-insured consortium model
- Strong historical renewal trend averaging approximately 5% over 5- and 10-year periods
- Greater long-term rate stability and shared risk across public employers
- Estimated annual savings exceeding \$100,000 at the time of adoption

2026–2027 Renewal Overview

For the upcoming plan year beginning September 1, 2026, the Village's renewal reflects a 10.76% increase across all coverage tiers under the Anthem Blue Access PPO HSA6 plan with a \$250,000 LCRP deductible.

While higher than the long-term OBC historical average, this increase reflects current medical inflation and utilization trends impacting both self-insured and fully insured markets.

Renewal Rate Comparison

The monthly costs shown below reflect the total premium, inclusive of both the Village and employee contributions.

Coverage Type	2025–2026 Monthly Cost	2026–2027 Monthly Cost
Employee Only	\$697.39	\$772.00
Employee + Spouse	\$1,499.40	\$1,661.00
Employee + Children	\$1,290.19	\$1,429.00
Employee + Family	\$2,127.04	\$2,356.00

The Village will continue to fund 85% of the monthly premium, with employees contributing 15%, consistent with prior plan years.

Market Context and Current OBC Performance

Recent market information from McGohan Brabender indicates that small group Anthem renewals for groups renewing in 2026 are averaging approximately 16.2% increases. This continues to demonstrate the value of participation in a pooled arrangement such as the OBC, which helps buffer the Village from full exposure to commercial market volatility.

The 2026–2027 renewal reflects this protective effect, even in a higher-cost trend environment. Without consortium participation, the Village would likely be subject to significantly higher variability consistent with fully insured market movement.

The OBC structure continues to provide:

- Shared risk across a large pool of public entities
- Greater rate stability compared to fully insured carriers
- Access to Anthem network rates through consortium negotiation
- More predictable long-term budgeting for employee benefits

Plan Design and Employee Impact

There are no changes to plan design for the 2026–2027 renewal year. Employees will continue to be enrolled in the same Anthem Blue Access PPO HSA6 plan structure, ensuring continuity in coverage and benefits.

Recommendation

Based on the renewal results, market conditions, and continued advantages of consortium participation, the Village Manager and Finance Director, in collaboration with McGohan Brabender, recommend proceeding with the OBC renewal for the 2026–2027 plan year.

Thank you for your consideration.

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2026-28**

**AUTHORIZING THE VILLAGE MANAGER TO RENEW
HEALTH INSURANCE FOR VILLAGE EMPLOYEES**

WHEREAS, the Village of Yellow Springs has retained the services of McGohan/Brabender, Inc. to act as a broker for employee health and welfare benefits, and per Resolution 2025-19, passed by Council on March 17, 2025, the Village is a member of the Ohio Benefits Cooperative (OBC); and

WHEREAS, the OBC, being a self-insured group, has retained the services of Jefferson Health Plan to administer the Anthem Blue Cross Blue Shield group plan and has negotiated an acceptable renewal for medical and prescription drug benefits for the benefit period beginning September 1, 2026 and continuing through August 31, 2027; and

WHEREAS, the quote for September 1, 2026 -August 31, 2027 coverage is detailed in Exhibit A, which is attached hereto and made a part hereof,

NOW, THEREFORE, be it resolved by Council for the Village of Yellow Springs, Ohio that:

Section 1. The Village Manager is authorized to execute a contract for health insurance with Jefferson Health Plan for the plan year starting September 1, 2026 to August 31, 2027 under the terms specified in Exhibit A.

Section 2. This resolution shall be in full force and effect upon adoption.

Gavin DeVore Leonard, Vice President of Council

PASSED:

Attest: _____
Judy Kintner, Clerk of Council

Roll Call:

Gavin DeVore Leonard____	Angie Hsu____	Carmen Brown____
Senay Semere____	Stephanie Pearce____	

Exhibit A to Resolution 2026-28

The Village is offering the following medical insurance plan through OBC: Anthem Blue Access PPO HSA6

Anthem Blue Cross/Blue Shield Insurance Premiums for 2026-2027 Plan Year (September-August).

Village pays 85%- Employee Pays 15% of premium cost.

Employee Only Coverage Cost Per Month:	\$772.00
Village of YS Contribution Per Month:	\$656.20
Employee Contribution Per Month:	\$115.80
Emp + Spouse Coverage Cost Per Month:	\$1,661.00
Village of YS Contribution Per Month:	\$1,411.85
Employee Contribution Per Month:	\$249.15
Emp + Children Coverage Cost Per Month:	\$1,429.00
Village of YS Contribution Per Month:	\$1,214.65
Employee Contribution Per Month:	\$214.35
Emp + Family Coverage Cost Per Month:	\$2,356.00
Village of YS Contribution Per Month:	\$2,002.60
Employee Contribution Per Month:	\$353.40

The Village will provide partial funding of the deductible for this HSA Plan as follows:

Single = \$ 2,000

Family= \$ 3,500



Council Goals Update

Johnnie Burns, Village Manager

July 6, 2026

Village of Yellow Springs

COUNCIL GOALS UPDATE

Village Goals – July Update

This report outlines progress made toward the adopted Village Council goals. Moving forward, staff will provide a goals update at the first Council meeting of each month, with a more detailed staff report and Manager’s Report presented at the second meeting.

GOAL AREA	VILLAGE GOAL	PRIORITY LEVEL	ACTIONS TAKEN / PROGRESS
Housing Strategy & Development	Develop a clear, data-driven housing strategy.	#1	- The second Village Housing Retreat was held on June 25 with Council and staff. The housing mission statement was finalized during this session. - Staff are finalizing the draft 2026 Bowen study. Council will receive the Bowen document for review by July 20, and a work session will be scheduled in advance of the August 17 Council meeting, pending Bowen availability.
	Advance priority Village-led housing initiatives.	#2	A signed agreement has been executed with Beck Consulting to complete the appraisal for Glass Farm.
Organizational Leadership, Capacity, & How We Work	Develop and run a thoughtful strategic planning process and complete a Council and staff supported plan.	#3	- The Request for Qualifications (RFQ) was issued on June 17, with submittals due by July 29. Following review, staff will present a recommendation for a consulting firm to Council at the August 17 meeting. At that time, staff will also provide a contract amount, which will require a supplemental appropriation prior to execution of the contract with the selected firm. - Since the RFQ was posted, staff has responded to questions from interested consultants.
	Align capacity and goals for current and proposed projects to assure manageable workload and improve outcomes.	#4	Staff is exploring platforms for task tracking and project management.

COUNCIL GOALS UPDATE

GOAL AREA	VILLAGE GOAL	PRIORITY LEVEL	ACTIONS TAKEN / PROGRESS
Financial Sustainability & Stewardship	Identify and implement cost-cutting strategies while tracking progress on a return to a balanced budget by 2028.	#5	The 2026 budget schedule has been established. Departmental budget targets are due to the Finance Director by July 17.
	Deepen our shared understanding of the budget and clearly identify what is considered a need.	#6	- The Finance Director recently attended RITA training and, during the first week of June, completed a week-long Public Finance Officer training program. - The Finance Committee continues to review revenues and expenditures while working to improve related processes.
Housing Policy & Regulatory Tools	Strengthen policies and tools for rental housing management	#7	During the second Housing Retreat, Councilmember Pearce noted that she is planning to host a Town Hall.
	Prioritize environmental sustainability and energy efficiency into housing-related decisions.	#8	During the second Housing Retreat, Councilmember Brown shared a memo and resources on Zero Energy Ready Homes (ZERH).
	Evaluate zoning code vis-à-vis housing goals.	#9	At the second Village Housing Retreat, Planning & Zoning Director Nía Holt presented a SWOT analysis of the Village zoning code. Her findings indicated that only minor adjustments to the code are needed at this time and that no major revisions are necessary. The analysis also concluded that the current code does not prohibit advancements in housing development.

COUNCIL GOALS UPDATE

GOAL AREA	VILLAGE GOAL	PRIORITY LEVEL	ACTIONS TAKEN / PROGRESS
Housing Policy & Regulatory Tools	Evaluate and advance Lawson Place Apartments as a Village-owned housing asset.	#10	At the second Village Housing Retreat, staff presented the Shared Resource Center's pro forma results for Lawson Place Apartments. Potential next steps were briefly discussed.
	Explore policy tools to encourage property utilization and reduce vacancies.	#11	At the second Housing Retreat, Councilmember Semere provided updates on his research to date.
Economic Development & Downtown Vitality	Clarify role of Village in economic development, including expectations for intergovernmental communication to support long-term planning.	#12	- Staff is internally reviewing the Village's role in economic development. Staff and YSDC will meet with the DDC in late July to discuss potential support for economic development efforts. - An initial discussion was held on May 4 with Council, staff, YSDC, and the Chamber regarding roles in economic development.
	Consider policies affecting pop-ups, markets, and micro-enterprises.	#13	Staff will explore a temporary-use process for these uses.
	Review CRA and TIF policies and consider legislation if needed.	#14	Not started. Next steps include staff and the Village Solicitor working together to establish the review board for CRA applications.

COUNCIL GOALS UPDATE

GOAL AREA	VILLAGE GOAL	PRIORITY LEVEL	ACTIONS TAKEN / PROGRESS
Community Engagement & Communications	Develop a crisis plan and a Village-wide communications plan to improve community information and engagement.	#15	Not started.
Municipal Infrastructure, Utilities, & Public Spaces	Assess Village sidewalk policy.	#16	Sidewalk policy options were presented on May 18; further discussion will follow as part of capital improvement planning.
	Revisit existing parking plans.	#17	Staff will include a budget allocation in the 2027 budget for Choice One to conduct an assessment.

ADDITIONAL UPDATES

Credit Card Policy

Staff will present a revised credit card policy for consideration at the July 20 Council meeting.

New Village Website

A 5:00 p.m. work session will be held prior to the 6:00 p.m. Council meeting on July 20 to provide Council with a demonstration of the new website and gather feedback in advance of its public launch. Assistant Village Manager Elyse Giardullo and Digital Media Manager Ben Guenther will present the site and incorporate Council feedback prior to launch.

School Zone Signage Review (Choice One)

Choice One has conducted an initial review of school zone signage at Yellow Springs Middle/High School and Mills Lawn Elementary School. Static signage indicating the beginning and end of school zones, as well as posted speed limits, was observed. Pavement markings identifying crosswalk locations were also noted.

A comprehensive compliance review of school zones, including signage placement and regulatory conformity, was not conducted as part of this assessment.

Generally, flashing beacons are not required for school zones. However, if the Village elects to install flashing beacons for enhanced visibility or delineation, such measures may be considered. Under Ohio Revised Code Section 4511.21, there is no requirement that school zone signage include flashing or illuminated devices.

Cybersecurity Training

As part of the Village's ongoing commitment to cybersecurity and data protection, all employees will be required to complete cybersecurity training through the Ohio Plan Cybersecurity Initiative (OPCI). This program provides training and resources to strengthen security awareness and reduce organizational risk. Training will begin in mid-July, with completion expected for all staff by mid-August.

7-2-2026

To: Council

From: Council Clerk

Re: Senior Center request

Agenda Item: Council consideration of redirecting previously approved funding for Senior Center related to purchase of property for use as new Senior Center

Submitted by: Council Clerk

Scope/Description: In April, Council voted approval of \$32,000 to the YS Senior Center (YSSC) to assist with purchase of property for use as a new Senior Center. Since that approval, the YSSC has changed their request, and is now asking that Council award the YSSC a grant to cover architectural and engineering costs related to preparing the new site for renovation. If approved by Council, the Village Solicitor will craft an agreement which satisfies both the Village and Senior Center and which must be signed by both parties prior to issuance of the grant.

Exhibits: Previous Legislative memo submitted for reference.

Recommendation: Council must determine whether you agree with the change in use of the funds appropriated by this Council in April 2026.



***Our Mission** is to enhance the dignity and quality of life for seniors in Yellow Springs and Miami Township and to foster interaction among them with the total community.*

July 1, 2026

Village of Yellow Springs
100 Dayton Street
Yellow Springs, OH 45387

To Manager Burns and Council Trustees,

Thank you for including support of Yellow Springs Senior Citizens, Inc. "YSSC" in the Village budget for 2026. As presented during the Council meetings last fall, YSSC supports the good of the entire community in ways that no other organization could easily replace. I am enclosing with this letter a list of our services, activities and linkages that help people of all ages make connections, get support to navigate challenges and have access to services that support their needs.

In 1959, as YSSC was being initiated, YS Village Council provided our first facility, the former Opera House. That building was demolished the following year, but the Village continued to provide funding to pay rent elsewhere in town until we were able to purchase 227 Xenia Avenue in 1978 thanks to generous support from donors. For nearly 50 years, the building has provided a home for Senior Center programs and classes, while serving the broader community by hosting weekend markets, community meetings, lectures and more. The building has undergone numerous expansions and renovations to better serve the community, including the addition of the Great Room in 1994, but Senior Center programs outgrew the current location over 20 years ago.

At just 3,700 square feet, the current building is inadequate to effectively serve the community's growing senior population. The layout of the building creates logistical challenges and with only two classrooms, the space limits program offerings. Additionally, anyone with a mobility device must use the outdoor ramp to transition between levels of the building, including to the restroom. Limited handicapped parking reduces access for many of our members.

The Yellow Springs Senior Center has a contract to purchase the former lumberyard at 108 Cliff Street. The location is along the bike path and will include a large deck for outdoor recreation activities. The 10,000 square foot building will be repurposed into a new Senior Center. Additionally, the potential exists to add an upper level, providing space for future expansion or to allow community partners to co-locate. Making use of this vacant building will also revitalize a segment of the central business district while expanding YSSC's capacity to serve the community.

We anticipate that YSSC will have funds in place to complete the purchase of 108 Cliff St by the end of July. The property we own at 722 Livermore St. is under contract to be sold by that time, and generous donors have provided the funds to meet the purchase price of 108 Cliff.

YSSC requests that the Village of Yellow Springs provide financial support for the design costs of 108 Cliff St as the next home of YSSC. The designated amount of \$32,000 from the Village would help us cover the architect and consultant fees. Our architects, LWC, have provided the attached estimate of design costs during 2026. This will complete our schematic design phase and determine the scope, schedule and cost of the building.

As we progress through the design phase the final project budget will be developed. There will be future opportunities for naming rights and giving levels to be recognized, as yet to be identified. This grant from the Village would be considered as a part of such a giving level in the final project.

This project will support the Village's goal of creating a welcoming community, particularly as the Center is a place where all are welcome. YSSC's services and programs help to support those with physical, financial, or other struggles. We look forward to being in a location that strengthens our affiliation with the Village and allows us to increase opportunities for residents.

Sincerely,

A handwritten signature in cursive script, reading "Caroline Mullin".

Caroline Mullin
Executive Director, Yellow Springs Senior Citizens, Inc.
cmullin@ysseniors.org

Yellow Springs Senior Citizens, Inc. Supports the Village and Miami Township

1. Free transportation for medical needs, personal appointments and some programs
2. Recreational activities for all ages, almost all are free
 - a. Continuing education with classes and evening programs
3. Cooling / Warming shelter
4. Socialization
 - a. Loneliness and social isolation have also been shown to increase the risk for premature death by 26% and 29% respectively.
 - b. Number of visits to YSSC in first 6 months of 2025: 7,605
5. Wellness
 - a. Vaccine clinic for COVID and Flu
 - b. Speakers on health topics
 - c. Exercise programs
6. Nutrition
 - a. Potlucks; Free weekly lunch; Access to Who's Hungry transportation
7. Welcoming new community members
 - a. Attractive location to be retired
 - b. Frequent requests from visitors about housing options
 - c. Recommend and frequent local eateries and establishments
 - d. Hub for community resources and information
 - e. Promote local Arts programs and individual artists
8. Shuttle service / group outings
9. Support of police and fire departments, Village services
 - a. Education on scam prevention, use of technology / phones / computers
 - b. Linkage to emergency contacts when necessary
 - c. Review and update Flour & Sugar list annually
10. Help residents qualify for financial assistance / SNAP / YS Equity / Housing / HEAP
11. Employing 18 people, 85% live in 45387
12. Homemaker services to 60+ individuals in town
13. Handyman services for those who can't afford to pay
14. Respect and advocacy for elders in the community
 - a. 40% of population is over 60 – double the county, state, national average
 - b. Number of members: 685
15. Age-Friendly Community certification and ongoing linkage and representation
16. Livable Equitable Age Friendly Process
17. Linkage to GCCOA / Senior Services Levy funds
18. Volunteer activities – 176 volunteers during 2024
 - a. Includes YS Schools community services, intergenerational activities
19. Provide two apartment rental units for local employees
20. Great Room free rental for non-profit groups
21. Free loaned supplies: Computer tablets, trikes, durable medical equipment
22. Medicare consultation: Free, unbiased, saving thousands of dollars annually
23. Tom's Grocery store shopping / local stores delivery service and local errands
24. Notable public events including Flash Mob, Art on the Lawn, Earth Day
25. No age restrictions, except for Bingo
26. Partner with Antioch College and other local businesses
27. Solicit, survey, advocate and document ongoing community needs
28. Publish and distribute community content (social media, newsletters, Ripples literary journal)



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Amelia Blankenship
Of Counsel
513 870 6579 Direct Phone
ablankenship@bricker.com

To: Village Council
From: Amy Blankenship, Village Solicitor
Re: Debt Write-off
Date: July 6, 2026

The Finance Director and I are recommending Council consider an ordinance addressing debt write off in the Village. The Village currently writes off unpaid utility bills and there is occasionally other bad debt for which best practice would be to have a write-off policy.

We are recommending an ordinance such as the following:

WRITING OFF BAD DEBT

(a) Each Village department is responsible for analyzing their respective outstanding accounts receivable and identifying accounts that are reasonably determined to be uncollectible for recommendation to be written-off. As deemed necessary, or once annually, each department head shall compile an uncollectible account listing containing the following information: the originating department; name and signature of the department head submitting the request for write-off; the date of the request; the name and address of each debtor associated with the subject account; the nature of the debt or other relevant particular information of the debt; the date in which the receivable or amount was due for each subject account; the affected general ledger account number that applies; the amount determined to be uncollectible; and the methods/measures taken to collect the debt.

(b) Identified account listings shall be submitted to the Finance Director for review. In consultation with the Village Manager and Village Solicitor, the Finance Director shall present requested write-offs to Village Council for approval.

(c) Department heads shall submit any and all write-off requests for the year to the Finance Director no later than September 30th to ensure timely processing. All approved write-offs must be completed by the department head no later than sixty (60) days from the date of approval by Council, as the case may be. Upon completion, each department head shall provide documentation evidencing such write-offs to the Finance Director.

If Council is amenable to such an ordinance, it can be placed on a future Council agenda.



Miami Township
Greene County, Ohio



VILLAGE COUNCIL, YELLOW SPRINGS SCHOOL BOARD AND
MIAMI TOWNSHIP TRUSTEES
JOINT MEETING
AGENDA
June 9, 2026, 1-3pm
Rooms A&B, 100 Dayton Street

CALL TO ORDER

REVIEW OF AGENDA

OVERVIEW STATUS UPDATES FROM EACH ENTITY (10 minutes each)

DISCUSSION TOPICS

Notable Current Projects, Priorities or Dynamics

- *Miami Township
- *School Board
- *Village Council

Discussion.

Significant Upcoming Projects or Priorities (2-5 years)

- *School Board
- *Village Council
- *Miami Township

Discussion.

Potential Collaborative Opportunities

- *Village Council
- *Miami Township
- *School Board

Discussion.

Current Budget Notes Including Upcoming Levies/ Considerations of New Levies

NEXT STEPS

ADJOURNMENT

Mayor's Court Report on 2026 YSPD Charges

Incidents Eligible for Mayor's Court

	YSPD's Total Incidents	Incidents sent to MC	Incidents Eligible but not Sent to MC	Percentage of Eligible Incidents not sent to MC	Reasons Not Sent to Mayor's Court
Jan.	13	11	0	0%	N/A
Feb.	12	11	0	0%	N/A
Mar.	11	8	0	0%	N/A
Apr.	16	10	0	0%	N/A
May	8	6	0	0%	N/A
Jun.					
Jul.					
Aug.					
Sept.					
Oct.					
Nov.					
Dec.					
Total	60	46	0	0.000%	

Incidents Ineligible for Mayor's Court and Reasons Why Ineligible

	YSPD's Total Incidents	Incidents Ineligible to be heard in MC	Lives out of area or occurred out of YS Jurisdiction	OVI	Jailed/ violent /felony	Juvenile	Child support	ORC requirement/ enhancement	Sex offense
Jan.	13	2	0	1	0	0	0	1	0
Feb.	12	1	0	0	0	0	0	1	0
Mar.	11	3	0	0	1	0	0	2	0
Apr.	16	6	2	0	2	0	0	2	0
May	8	2	0	0	1	0	0	1	0
Jun.									
Jul.									
Aug.									
Sept.									
Oct.									
Nov.									
Dec.									
Total	60	14	2	1	4	0	0	7	0

The Cascades – A Multi-Award Winning Project!

Yellow Springs Home, Inc. received the Ohio Community Development Corporation Association's (OCDCA) CDC Project of the Year Award for The Cascades at the group's 41st Annual Conference last fall.

The OCDCA is a statewide organization of more than 250 nonprofits that work to rebuild neighborhoods through initiatives including affordable housing, economic development, and financial education.

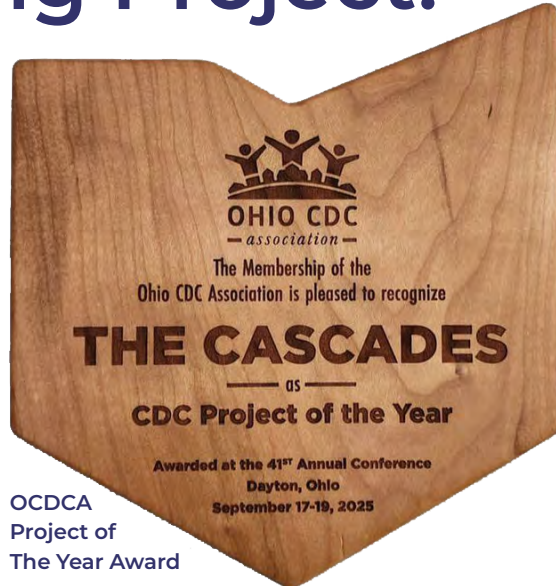
The award, recognizing an outstanding CDC project, was accepted at the awards ceremony by Executive Director Emily Seibel, Board President Lela Klein, and Village Council President Kevin Stokes.



Photo Credit Karl Yost Photography

This award rounds out a banner year for The Cascades, for which Phase 1 was completed in the summer. The project was also honored with the Patricia Rousseau Community Advocacy Award at the November 2024 Access 2 Justice Awards Ceremony, led by ABLE Law, Legal Aid of Western Ohio, and Greater Dayton Volunteer Lawyers Project. See our Fall 2024 Newsletter for more details.

The Cascades also caught the attention of Ohio Senators Kyle Koehler and Robert McColley, who sent an official proclamation on behalf of the State of Ohio General Assembly in July honoring the project, stating that "The Cascades...convincingly demonstrates how



**OCDCA
Project of
The Year Award**

very much can be accomplished by conscientious people with clear objectives and firm resolve. Indeed, this project is a justifiable source of pride and a fine reflection not only on YSHI but also on the Yellow Springs Community as a whole."

Visit yshome.org to read the proclamation.

Yellow Springs Home, Inc. is so grateful for all of those who have supported The Cascades thus far, and looks forward to celebrating future phases with you!



Emily Seibel, Lela Klein, and Kevin Stokes accepting the award at OCDCA's 41st Annual Conference.

New Del Mar Fellow Noreen Willhelm

Yellow Springs Home, Inc. is pleased to welcome Noreen Willhelm, a Del Mar Encore Fellow with The Dayton Foundation, to the team as of late 2025.

The Dayton Foundation's Del Mar Fellows Initiative seeks to harness the talents and expertise of Greater Dayton's highly-skilled retired or career-transitioning older adults. Fellows help area nonprofits address community issues with work that has led to the creation of new tools, resources, insights and initiatives for the betterment of the Miami Valley.

Noreen led The Dayton Foundation's Del Mar Encore Fellows initiative before retiring for the second time in 2022 (she is very bad at retirement – her words!). After working for nine years as a journalist with the Journal Herald and the Dayton Daily News, she spent more than 30 years in nonprofits, including serving as Executive Director of Planned Parenthood of the Greater Miami Valley, Dayton Contemporary Dance Company, Rhythm in Shoes and The Grail in the United States.

She retired from The Grail in 2016, before returning to the workforce as Senior Fellow with The Dayton Foundation in 2018. Noreen has served on the Montgomery County Arts and Cultural District, which funds local arts organizations and initiatives, since 2008. She and her husband, Vince “Mac” McKelvey, live on a farm in Jefferson Township in Montgomery County, where they operated one of the region's first CSA (community supported agriculture) programs in the early 2000s. They have three grown children and six grandchildren.

Yellow Springs Home, Inc. thanks The Dayton Foundation for strengthening its mission through the honor of working with Noreen, and Noreen for being such a stellar and helpful addition to the Home, Inc. Family!



Miller Fellow Enjoys Job at Home, Inc.

Second-year Antioch transfer student Kaeya Favors will be finishing up her first co-op job, interning as a Student Miller Fellow at Yellow Springs Home, Inc., in mid-June. She's loved the job, she says.

Kaeya grew up in Washington, DC, the 11th child in a family of 12 children and the first in her family to attend college – though it took her a while to get to Yellow Springs. Kaeya had brief scholarship stints at the University of Massachusetts in Lowell, MA and at a community college in Maryland. But, she says, “I still didn't know what I wanted to do.”

Her next step was enrolling herself in the Job Corps where she took up learning office administration. It was there that she was inspired by a visiting Antioch representative to come to school in Yellow Springs and this is where she's going to graduate, she says firmly.

Kaeya had a particular reason for applying for this co-op job at Home, Inc. Her family lived in affordable housing when she was growing up in Washington and she has little good to say about it. Working at Home, Inc. has been an eye-opener in terms of what could have been done better at other affordable housing organizations. “Above all,” she says, “they care. They actually want to help their clients.”

Currently majoring in sociology at Antioch, she has developed a particular interest in doing research. In what direction Kaeya will take this is not yet entirely clear to her, but affordable housing continues to be a special interest. It may well be in her future.



Building Stability at Home: Home, Inc. to Invest \$1 Million+ in Home Repair Grants

Home, Inc. announced in March that its home repair grant program, which started humbly in 2018 with a single wheelchair ramp installation for \$5,000, has grown to more than \$1.2 million for 2026 with a December award of \$450,000 for 25 projects.

Home, Inc., which has built or rehabilitated nearly 50 units of permanently affordable housing and provided for more than 70 home repairs, has resolved to increase its existing home repair services as part of its newly adopted five-year strategic goals. Home, Inc. was welcomed to join the Dayton Home Repair Network (DHRN), a coalition formed to address the impact of the 2019 tornadoes by providing home repair, weatherization, and energy efficiency improvements to households in the Miami Valley.

“We have the capacity, and the need is there,” said Home, Inc. Executive Director Emily Seibel. “We focus on opportunities that raise the tide to lift all boats. In these trying economic times, we applaud the efforts across organizations in the Miami Valley to stand together to support one another. This type of collaboration is what true community resilience looks like.”

In December, Home, Inc., in partnership with The Huntington National Bank, was awarded \$450,000 for 25 repair projects, through the Federal Home Loan Bank of Cincinnati's Affordable Housing Program.

Home, Inc. is focused on increasing the depth and breadth of the home repair grant program as part of its newly adopted five-year strategic goals. Key to this growth is entering into collaborations and partnerships with organizations in the Miami Valley. Federal Home Loan Bank member Huntington National Bank was a key partner in securing the recent Affordable Housing Program award. “At Huntington Bank, we are committed to supporting affordable housing efforts that make a real difference in our communities,” said Eric Stachler, FHLB Program Manager for Huntington. “We're honored to collaborate with Yellow Springs Home, Inc. to ensure homeowners receive the essential repairs they need.”

Additional funds for the 2026–2027 work have been provided by:

- Federal Home Loan Bank Carol M. Peterson Housing Fund (\$498,795)
- Kettering Fund (\$50,000)

- USDA Rural Development Housing Preservation Grant (\$224,749)
- Village of Yellow Springs Affordable Housing Fund (\$20,000)
- CenterPoint Energy Foundation (\$20,000)
- Yellow Springs Community Foundation (\$15,000)
- The Dayton Foundation Together We Thrive Del Mar Fund (\$10,000)
- Dayton Energy Collaborative (\$21,453)
- Huntington National Bank (\$2,000)
- Direct contribution from YS Home, Inc. Funds (\$2,000)

Bridge financing is being provided by the Yellow Springs Community Foundation, Wes-Banco Bank, Huntington Bank, and Bridge Credit Union.

In addition, Home, Inc. and CityWide Development Corporation partnered to submit 27 successfully-funded applications for nearly \$500,000 in home repair projects to the Carol M. Peterson Housing Fund through the Federal Home Loan Bank of Cincinnati to support homeowners in Yellow Springs and the City of Dayton.

Eligible homeowners are 60-plus or have a qualifying disability. Current projects include HVAC, roof replacement, accessibility modifications, plumbing, and electrical work.

To learn more about home repair grants, visit www.yshome.org/home-repair-grants.

Home, Inc.'s Major Home Repair Program was covered by WYSO in April 2026. Scan the QR code or visit the “Recent News” page at yshome.org to learn more!



Keeping it in the Family

After moving out of state to pursue his dreams, Glen Cottages homeowner Jack Stemen was able to sell his CLT home to his mother, Josephine Stemen. She is pictured here with Program Manager Chris Hall after her closing in February 2026. After years on the Home, Inc. waiting list, she is now settled into her new home and getting to know her neighbors. The community-oriented neighborhood design facilitates interactions – on a snowy day, Jo woke up to find six neighbors shoveling shared sidewalks. As a thank you, she cooked and delivered a community dinner for her neighbors. Jo is an example of why permanently affordable housing can have a lasting impact on stabilizing neighborhoods and building community.



STAFF MEMBERS

- Emily Seibel
Executive Director
- Brittany Parsons Keller
Development Coordinator
- Christopher Hall
Program Manager
- Alexandra Scott
Outreach and Fundraising Manager
- Tom McCaffrey
Client-First Specialist
- Noreen Willhelm
Del Mar Encore Fellow
- Kaeya Favors
Student Miller Fellow

BOARD MEMBERS

- Adam Abraham
- Jackie Anderson, Interim
- Mark Baker
- Basim Blunt
- Destiny Brown, Interim
- Truth Garrett
- Lela Klein
- Jessica McGee, Interim
- Eric Oberg
- Stephanie Richards
- Kineta Sanford
- Barbara Stewart
- April Wolford

Emeritus Members

- Len Kramer
- Kevin McGruder
- Malte Von Matthiessen

New Email Platform

If you've received Home, Inc. emails in the past, you probably received an email newsletter in November asking you to sign up for the new email newsletter.

In January, Yellow Springs Home, Inc. switched donation and communications platforms to improve efficiency and record-keeping. If you were previously signed up for emails, you may need to sign up again to continue receiving them.

Visit yshome.org and follow the link on the website homepage to sign up for the email newsletter if you haven't already. Contact info@yshome.org with any questions.

Are you a Homeowner in need of home repairs or accessibility modifications?

You may be eligible for grant funding!

Yellow Springs Home, Inc. is a proud member of the Dayton Home Repair Network, working with various programs made available to local homeowners to fund projects such as **roof replacement, accessibility ramps, furnace replacement, and other health/safety repairs and accessibility modifications.**

Grant eligibility varies by funding source.

Many homeowners are surprised to learn that they're eligible for opportunities through our programs.

Contact the Dayton Home Repair Network for info and to apply:
(937) 369-0654 | info@daytonenergycollaborative.org
daytonenergycollaborative.org

Not in need of home repairs? Help us spread the word to reach those in our community who could benefit from these grants!



www.yshome.org | info@yshome.org | (937) 767-2790

Cascades Update

As Phase 1 of The Cascades wraps up, staff have been diligently working behind the scenes to fundraise for upcoming phases, both rental and for-sale, with nearly \$865,000 in additional funds now secured from eight sources.

Phase 2 Fundraising was all but complete in late 2025, with one source – the largest – remaining. The Housing Development Gap Financing program through the Ohio Housing Finance Agency shifted their grant application to the winter after taking a year off.

With changes to the guidelines and funding limits, staff quickly prepared for the initial Intent to Apply and Proposal Applications, due in January and February, respectively.

Yellow Springs Home, Inc. is happy to report that The Cascades Phase 2 has received a funding reservation of over \$1 million after receiving the highest score in its application category.

Staff are delighted to submit the final application in July, with hopes of breaking ground later this year.

Thank You!

Yellow Springs Home, Inc. would like to extend a heartfelt thank you to everyone who donated for Giving Tuesday 2025 or supported our 2025 "Home For The Holidays" Year-End Campaign.

Thanks to your generous donations and matches from our board, staff, and committees, the Home For The Holidays campaign exceeded its \$10,000 goal, raising over \$14,000 towards expanding access to safe, permanently affordable housing!

We sincerely appreciate your continued support and look forward to connecting with you further in 2026.



Emily Seibel presents the Ohio Senate Proclamation honoring The Cascades at the Home, Inc. Annual Meeting, August 26, 2025.

Omar Park Estates

By Kevin McGruder, M.B.A., Ph.D.
Home, Inc. Emeritus Board Member

Omar Park Estates, a development near Yellow Springs High School, was envisioned and brought to fruition by Omar Anthony Robinson as a source of housing for himself and his Black peers who often faced challenges when seeking to build new homes in Yellow Springs. Robinson, a native of Richmond, Indiana, was born in 1914. During World War II, he attended Tuskegee Airmen Flying School and trained to become a pilot and mechanic. His fellow Tuskegee Airmen and other Air Force pilots would accompany him on a number of missions in the European theater in the years that followed.

After the war, he and his wife Barbara moved back to Richmond, from which he commuted to his job as an engineer at Wright-Patterson Air Force Base with co-workers, since Black people could not live in Fairborn where the base is located. Tired of the inconvenient commute, he developed a plan not only to build a home for himself, but to create a subdivision that would offer other African Americans an opportunity for homeownership in a strong community.

With financing obtained from a bank in Richmond, in 1953, Omar and Barbara purchased 21 acres of farmland from Black farmer Leo Shorter. The couple lived in the farmhouse on the property while their new home was being constructed. When their home was completed, Omar Robinson began planning a subdivision on the remaining land. In "History of Omar

Park Estates" by the Omar Robinson Memorial Fund, it was noted that the development consisted of three sections:

- Section 1 – 3.69 acres along East Enon Road and West South College started on September 26, 1955;
- Section 2 – the West half of Omar Circle was started on June 7, 1957;
- Section 3 – the East half of Omar Circle was started on July 22, 1961

Homebuyers purchased lots, obtained bank financing after Robinson demonstrated to local lenders the viability of Black homebuyers as borrowers, developed a design for their homes, and selected a builder to complete the homes. When completed, Omar Park Estates included 55 homes. According to some of the initial residents, marketing for the development was primarily by word of mouth through Omar's friends and co-workers. As a result, the initial residents, except for one family, were young Black families, who appreciated the close-knit environment of Omar Circle. They described telling their children when they went out to play "don't go off the Circle," confident that they knew the families of the children in the neighborhood. The racial composition of Omar Park Estates changed over the decades. Today there are only a few of the original owners who live in the development, but several passed their homes on to their children who reside there.



Omar Robinson at Wright-Patterson



Omar Park Estates

Stepping Away, Stepping Up: Steve McQueen's Path from Housing Advocate to Mayor

Before he became mayor, Steve McQueen was doing what many Yellow Springs residents have come to know him for: showing up.

Long before voters awarded him the village's highest elected seat, McQueen was finding his footing in community service through organizations like Home, Inc.

In a conversation conducted before his successful mayoral run, McQueen reflected on his time serving on the Home, Inc. board and the role it played in shaping both his understanding of housing and his path toward public leadership.

"The main motivating factors were personal and community-driven," McQueen explained when asked about the reasoning behind his decision to join the Home, Inc. Board. "I wanted to show people, especially young people, that I was worthy of their attention and capable of doing meaningful work."

At the time, McQueen was already building momentum in the village, serving on the Human Relations Commission, involved in the 365 Project, and increasingly being called into leadership roles. Home, Inc. provided his first formal experience serving on a nonprofit board.

"I had never been on a board before," he said. "But I trusted the people asking me, and I knew I wanted to be involved in service-oriented work."

That trust, he recalled, turned into education. Like many residents, McQueen said his understanding of affordable housing was limited before joining Home, Inc.

"I didn't realize how much went into it," he remarked. "I didn't fully understand what affordable housing meant." What he learned, he said, stretched beyond mortgages and home ownership. Rent, housing density, tax implications, and regional economics all became part of a much larger picture.

"There's no way to live without being affected by housing. No matter who you are," McQueen asserted. Stepping into the work wasn't without challenge, however. He admitted that, at times, he felt out of place among board members with backgrounds in relevant fields such as real estate and development.

"I was working in radio and at Goodwill," he said. "Sometimes I felt like I didn't have what others brought to the table." Still, he expressed, Home, Inc.'s leadership made room for him.

"They never made me feel unqualified. They always made me feel like what I had to say mattered." That sense of belonging translated into some of his most meaningful work with the organization, including the housing development on Cemetery Street, a project that still holds a special place in his heart.

"That one was big for me," he said. Covering the project through radio storytelling and connecting with residents who eventually moved into the homes made the work feel tangible.

"I became friends with some of those folks."

Like many community leaders, he also pointed to public misinformation, especially in the age of social media, as one of the harder parts of board service. "There's a lack of trust sometimes in the people who are actually doing the work."

Even then, McQueen's vision stretched beyond the boardroom. Asked where he saw Home, Inc. in the next 5 to 10 years, McQueen predicted both collaborative and physical expansion. "I think organizations across the region are going to realize they're facing the same issues and instead of doing this separately, they'll work together."

That regional thinking now feels fitting for a man who would soon step into village leadership.

At the time of the interview, McQueen was still campaigning for mayor, speaking openly about what he hoped would come next.

"I see myself becoming mayor of Yellow Springs," he said then. Now, with that prediction realized, his journey from board member to mayor feels perfectly suited for a life path rooted in learning and service to community. His parting words for Home, Inc. were simple: "Change is inevitable. Let's make sure the change moves in the direction we want."

This sentiment is appropriate for a village wrestling with change and challenges that test its strong values, and a powerful reminder now that it is coming from the mayor's office.



"Change is inevitable. Let's make sure the change moves in the direction we want."
—Steve McQueen



Yellow Springs

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Yellow Springs

Home, Inc.





Strengthening community and diversity through permanently affordable housing

June 4, 2026

Dear Village Council Members,

Yellow Springs Home, Inc. would like to extend its heartfelt thanks to you for passing a resolution to provide \$20,000 for home repairs to Yellow Springs residents. Your vital support and financial contribution have helped to leverage significant outside investment in this housing preservation program through USDA Rural Development, CenterPoint Energy Foundation, the Federal Home Loan Bank of Cincinnati, and other sources. ***We are currently working to disburse more than \$1 million for home repairs—a new program milestone!***

We are currently accepting applications from homeowners in need of home repairs in Yellow Springs. Home repairs can include accessibility upgrades, addressing health and safety issues, roof and window replacement, replacing HVAC systems, and other critical projects. Funds will be provided as grants with no repayment provisions to qualifying homeowners.

To learn more about the universal application process and to apply for a grant, please contact the Dayton Energy Collaborative by phone at (937) 369-0654, by email at info@daytonenergycollaborative.org, or by filling out a form online at <https://daytonenergycollaborative.org/contact-us>

While \$20,000 is less than 2% of overall home repair grant funds secured for 2026, the Village's support has an outsized impact on securing outside resources to pour back into the community. Being able to show local buy-in is critically important to advancing affordable housing initiatives of all kinds. Home, Inc. was formed at the request of the Village Council in 1995, and we have proudly served our community ever since.

Thank you for investing in this program, which largely serves older adult homeowners in the Village with much-needed repairs, assists with aging in place to remain safely in their homes, and creates more affordability as housing costs continue to rise.

Sincerely,

Emily Seibel,
Executive Director
Yellow Springs Home, Inc.

The following letter was sent to the YSCF requesting funds to support Dog Park improvements at Gaunt Park. Based on communication with Jeannamarie Cox, she confirmed that there are indeed funds available and cooperation with the Village is required to further the discussion. I am providing that letter, which was also read during the June 1 Village Council meeting during the Citizen Concern segment.

To the Yellow Springs Community Foundation,

May 31, 2026

I am writing on behalf of the regular patrons of the Yellow Springs Dog Park at Gaunt Park to express our sincere appreciation for this valued community amenity and to respectfully request consideration for funding specific improvements.

For many patrons, the park serves as a daily resource that supports the physical well-being and social engagement of both dogs and their owners. It is consistently used throughout the year and plays a meaningful role in promoting community interaction while contributing to Yellow Springs' identity as a place for recreation and connection.

Since its establishment in 2021, the dog park has become both a well-utilized public space and an extension of Yellow Springs' broader attractions. It serves as a welcoming gateway for visitors and those new to the community, offering a positive introduction to the village's character and sense of connection. Its strong public ratings further underscore its value as both a local asset and a regional destination (4.9 stars on Google).

In order to build upon the park's continued success and ensure its accessibility and usability in all seasons, we respectfully request funding for the following improvements:

- **Shelter** to provide shade and protection from weather conditions, thereby increasing usability year-round.
- **An all-season pathway** extending from the entrance gate to the park's interior access points, ideally to include the memorial bricks currently outside the main gate. Should a permanent paved or brick pathway not be feasible at this time, we respectfully request consideration of gravel surfacing at the entrances to alleviate persistent mud conditions and improve accessibility during periods of inclement weather.

We believe these suggestions represent a relatively low-cost opportunity to support a highly utilized village asset while further enhancing the experience of both residents and visitors.

We understand that budgetary resources may be available for park improvements and believe these enhancements would represent a prudent investment in a widely used and highly valued community space.

This request reflects the collective input and support of dozens of regular users of the park, who contributed to the development of this letter.

Thank you for your time and consideration.

Respectfully,

Jill Pauley, Yellow Springs Resident

on behalf of the YS Dog Park



A few of the dog park "regulars"