

AGENDA
August 24, 2026

1. Call meeting to order.
2. Invocation * – Please stand- (The Invocation may include a prayer, a reflective moment of silence, or a short solemnizing message. The Invocation is the voluntary offering of a private citizen to and for the benefit of Council; and the views expressed in the Invocation have not been reviewed or approved by Council and do not necessarily represent the views of Council. No member of Council, no Village Employee, and no person in attendance is required to participate in the Invocation that is offered; and such decision will have no effect on any individual's right to participate in the business of the Council.)
3. Pledge of Allegiance – Please Stand
4. Roll Call of Members
5. Approval of Agenda
6. Approval of Minutes from the August 10, 2026 Zoning Public Hearing
7. Approval of Minutes from the August 10, 2026 Regular Meeting
8. Public Questions and Statements (Note: Anyone wishing to speak must state their name and will be allowed 3 minutes on their subject)
9. Administrator's Report
10. Fiscal Officer Report
11. Ordinance 226-16 A Resolution Authorizing the Village Administrator to Execute and Deliver a Memorandum of Understanding with the New London Local School District with Respect to the 2026-2027 School Resource Officer Program, and Declaring an Emergency. Emergency Reading.
12. Ordinance 2026-17 An Ordinance Amending Section 1117.24 of the Codified Ordinances of the Village of New London Regarding Unlicensed and Inoperable Vehicles Stored in the Open. First Reading.
13. Ordinance 2016-18 An Ordinance Amending Chapter 1104, Planning and Zoning Code, of the Codified Ordinances of the Village of New London by Adopting a New Section Governing Survey Requirements for Certain Zoning Applications. First Reading.
14. Resolution 2026-32 A Resolution to Approve a Then and Now Certificate for a Purchase Made, and Declaring an Emergency. Emergency Reading.
15. Old Business
16. New Business
17. Approval of Bills to be paid
 - Schedule A
 - Schedule B
18. Executive Session to Consider the Compensation of a Village Employee or Official
19. Adjourn
 - Any minister of a church or member of a religious order representing any religious organization with (501.(c)(3))" Status recognized by the Internal Revenue Service may volunteer to present the Invocation at a meeting by Council by contacting the Fiscal Officer. Volunteers will be accepted on a first come, first served, rotating basis; and, in the absence of such volunteers, the invocation may be delivered by the Mayor. In delivering the Invocation, a volunteer is free to follow the dictates of his own conscience without prior review by the Village, but is requested to maintain a spirit of respect for all; to not exploit the opportunity as an effort to convert others to a particular faith or disparage the faith or belief of others; and to not exceed three minutes.

VILLAGE OF NEW LONDON
RESOLUTION NO. 2026 - 16

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AND DELIVER A MEMORANDUM OF UNDERSTANDING WITH THE NEW LONDON LOCAL SCHOOL DISTRICT WITH RESPECT TO THE 2026-2027 SCHOOL RESOURCE OFFICER PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the Village and the New London Local School District (the "School District") have established a School Resource Officer ("SRO") program to ensure a safe school environment while respecting the rights of students and improving the overall school climate; and

WHEREAS, this Council has determined to authorize the Village Administrator to execute and deliver a Memorandum of Understanding (the "MOU") to the School District to continue the operation of the SRO program for the 2026-2027 school year, which MOU shall be substantially in the form attached hereto as **Exhibit A**.

WHEREAS, the MOU sets forth guidelines to ensure that law enforcement, school officials and the communities they serve have a shared understanding of the goals of the SRO program, that the SROs receive the necessary support and training and the responsibility of the Village and the School District to pay the costs of the SRO program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO:

Section 1. This Council hereby authorizes the Village Administrator to execute and deliver the MOU to the School District, which MOU shall be in substantially the form attached hereto as **Exhibit A** together with such changes and modifications as shall not be adverse to the Village and shall be approved by the Village Administrator on behalf of the Village, all of which shall be conclusively evidenced by the execution of the Agreement by the Village Administrator.

Section 2. The Village Administrator, the Fiscal Officer and the Chief of Police are each hereby authorized to take such further actions as shall be necessary in connection with the Village's participation in the SRO Program.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the Village of New London, and for the further reason that the Village's participation in the SRO Program will enhance school safety for the School District, and this Resolution shall become immediately effective upon receiving the affirmative vote of two-thirds of all members elected to Council and approval of the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

MAYOR

ATTEST:

FISCAL OFFICER

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VILLAGE OF NEW LONDON
AND
NEW LONDON LOCAL SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is entered into by and between the Board of Education of the New London Local School District ("Board," "District," or "School(s)") located in New London, Ohio and the Village of New London, Ohio ("Village") on this _____ day of _____, 2026.

WHEREAS, the Village and the District have previously entered into a yearly agreement to memorialize the parties ongoing relationship in jointly facilitating the School Resource Officer ("SRO") Program; and

WHEREAS, the Village and the District desire to enter into a new agreement for the SRO Program for the 2026-2027 school year to delineate the mission, organizational structure, and procedures of the SRO Program; and

WHEREAS, the Council of the Village passed its Resolution No. ____ on _____, 2026 authorizing the execution and delivery of this memorandum on behalf of the City and the Board passed its Resolution No. ____ on _____, 2026 authorizing the execution and delivery of this memorandum on behalf of the School District.

WHEREAS, the Village and the District hereby agree as follows:

TERM

The term of this MOU shall be for one (1) school year, beginning September 1, 2026, and ending June 3, 2027, unless terminated earlier as provided herein. The parties may renew this MOU only by a separate written agreement or addendum hereto, which must be executed by both parties.

PROGRAM ORGANIZATIONAL STRUCTURE

Composition. The Village Police Department shall assign one (1) full time law enforcement officer to serve as SRO during the term of this MOU. The Village shall retain the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of Ohio and meet all requirements and qualifications to serve as an SRO under R.C. 3313.951, and as set forth by the Village Police Department. The Village Police Department reserves the right to remove the SRO at any time if Police Department staffing levels fall below acceptable norms, emergency conditions exist, or funding sources for this SRO Program do not meet anticipated levels.

Supervision. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Village Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the Village. The SRO is employed and retained by the Village Police Department, and in no event will be considered an employee of the Board.

The Village Police Department and the Board shall each name a contact person who will monitor the Program and maintain official communications.

Selection. The SRO position will be filled per Village Police Department directives and selection process. The Chief of Police will make the final staffing assignment for any SRO vacancy. The SRO must have an understanding of child and adolescent development. The Board will be provided an opportunity to review the applicants for the SRO position and may recommend to the Village its choice for the position.

Schedule. The SRO shall be assigned to the schools for one hundred seventy-seven (177) school days in accordance with the Board's school calendar. The days to be worked, the school buildings at which work will be performed, and the hours of work per day shall be scheduled by the District Superintendent or designee in coordination with the Village Police Chief.

DUTIES AND RESPONSIBILITIES

SRO. Under this framework, the SRO is first and foremost a law enforcement officer for the Village. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer as the District may require for any of its schools to create and maintain safe, secure, and orderly learning environments for students, staff, and the public, and shall remain at all times under the control, through the chain of command, of the Village Police Department. All acts of commission or omission shall conform to the guidelines of Village Police Department directives. Noncriminal student disciplinary matters shall remain the responsibility of school staff and not the SRO. The District's administrators shall have final decision-making authority regarding all matters of school discipline.

The responsibilities of the SRO will include, but are not to be limited to:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures of the Village Police Department. For any criminal offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code. The Superintendent and building principal shall be consulted prior to an arrest of a student when practical. Unless there is a justifiable reason not to, the student's parent(s) or guardian(s) shall be notified of his or her arrest immediately, or as soon as practical and in a timely manner.
2. Complete reports and investigate crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. The SRO shall be highly visible throughout the campus, yet be unpredictable in movements. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations.

5. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
6. Comply with all laws, regulations, and school board policies applicable to employees of the Board, including but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act in a manner inconsistent with the duties of a law enforcement officer.
7. Provide information concerning questions about law enforcement topics to students and staff.
8. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum. It is the intention of the parties to jointly develop a Drug Abuse Resistance Education Program, subject to the SRO's ability to obtain necessary training and certification, it being understood that the Village does not have personnel in place with such training at the time this MOU is being entered upon.
9. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Village and a school administrator.
10. The SRO shall attend school special events as needed (for example, PTO meetings). Upon request and approval by the Board, any other expenses generated beyond the assigned workday (for example, school dances, football games, etc.) by the SRO will be billed to the Board as they occur.
11. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize absence from school on an instructional day.
12. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.

BOARD. The responsibilities of the Board will include, but are not limited to:

1. The Board shall provide the SRO with a private, appropriately furnished and climate controlled office space, including a telephone and computer, which can be secured and is reasonably acceptable to the Village Police Department.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
3. When school personnel discover weapons, drugs, alcohol, or illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the School, the contraband shall be confiscated by the SRO according to Village Police Department policy and properly disposed of.
4. Work cooperatively with the Village Police Department to make any needed adjustments to the SRO Program throughout the year.

5. Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
6. Providing professional development opportunities, including training requirements that focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.

FUNDING

The Board shall reimburse the Village for seventy-five percent (75%) of all the costs of providing the services of the SRO during the term of this MOU. This includes the direct costs of the Village employing the SRO, including base hourly pay, overtime (as requested by the Schools), and the benefits and expenses as listed below and as otherwise applicable:

- Longevity Pay (if applicable to the SRO);
- Pension and retirement contributions;
- Merit pay (if applicable to the SRO);
- Medical examinations;
- Holiday pay (for Village holidays worked by the SRO not recognized by the Board);
- Uniforms and equipment;
- Group insurance (if applicable to the SRO); and
- Training specific to this position or as requested by the Board, including but not limited to any and all DARE training/certification fees and expenses.

The Board's expenses for the SRO shall be billed by the Village and paid monthly. Invoices shall be billed on the first of the month for services provided the previous month. The invoices shall be payable within thirty (30) days of the date of the invoice. Should the invoice not be paid within the thirty (30) day time period, interest will accrue at one percent (1%) per annum on the balance due beginning on the 31st day after the date of the invoice.

INSURANCE

The law enforcement officer to be assigned by the Village to serve as the SRO pursuant to this MOU will be covered by Workers' Compensation Insurance maintained by the Village, and the Village will maintain public liability insurance coverage on the police officer assigned to the District during the term of this Contract.

CRISIS PLANNING

The Board and the Village will coordinate crisis planning and training. Each entity will be involved in updates and creation of new crisis plans for the District, as necessary. Consistency throughout the District should be adhered to. The SRO shall consult with local law enforcement officials and first responders when assisting a District administrator in the development of a comprehensive emergency management plan.

TERMINATION

This MOU may be terminated by either party, with or without cause, upon thirty (30) days' written notice to the other party, except to the extent that such termination would contravene the express terms of any

funding agreement entered into by the Village in connection with this SRO Program. Termination of this MOU under this paragraph shall not affect the Board's continuing obligation to reimburse any of the Village's SRO expenses incurred through the final day of the MOU for services actually rendered by the SRO to the Board in conformance with this MOU.

NO WAIVER

No failure of a party to exercise any power reserved to it by this MOU or to insist upon strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's right to demand strict compliance with any of the terms of this MOU. Waiver by a party of any particular default shall not affect or impair a party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this MOU prior to the expiration of its term.

AMENDMENT

This MOU may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by the parties.

ASSIGNMENT

No party may assign or otherwise transfer, voluntarily or by operation of law, this MOU without the prior written consent of the other party.

GOVERNING LAW

The laws of the State of Ohio shall govern the validity, performance, and enforcement of this MOU.

SEVERABILITY

Each article, paragraph, provision, term, and condition of this MOU, and any portions thereof, shall be considered severable. If, for any reason, any portion of this MOU is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this MOU shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

SECTION HEADINGS

The section headings contained in this MOU are for convenience of reference only and shall not affect the meaning or interpretation of this MOU.

ENTIRETY

This MOU contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior agreement or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

IN WITNESS WHEREOF, the parties have executed this MOU on the date set forth above.

**NEW LONDON LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**

VILLAGE OF NEW LONDON

By: _____
Brad Romano, Superintendent

Shawn Pickworth, Village Administrator

AN ORDINANCE AMENDING SECTION 1117.24 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF NEW LONDON REGARDING UNLICENSED AND INOPERABLE VEHICLES STORED IN THE OPEN.

WHEREAS, the Village, is authorized under Article XVIII, Section 7 of the Ohio Constitution to exercise all powers of local self-government, including the regulation of land use and zoning; and

WHEREAS, the Village has adopted its Planning and Zoning Code establishing procedures for zoning administration within the Village; and

WHEREAS, the Village has determined that the storage of inoperable and unlicensed motor vehicles in open view constitutes a threat to public health, safety, and welfare and contributes to blight; and

WHEREAS, Council desires to modernize the definition of “inoperable vehicle” to better align with Ohio law and current enforcement practices; and

WHEREAS, Council further desires to establish clear enforcement procedures, including notice requirements, progressive penalties, and removal authority.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO:

Section 1. This Council hereby amends Section 1117.24 “UNLICENSED OR INOPERABLE VEHICLES STORED OUT IN THE OPEN” as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. All ordinances and resolutions, or parts thereof, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance shall take effect at the earliest period allowed by law.

PASSED: _____

MAYOR

ATTEST:

FISCAL OFFICER

Exhibit A

1117.24 UNLICENSED OR INOPERABLE VEHICLES STORED OUT IN THE OPEN.

(a) For purposes of this section, the following terms shall have the meanings given below:

(1) "Operable" means capable of being started and driven under its own power to the nearest service station.

(2)(1) "Inoperable vehicle" means any vehicle which meets one or more of the following conditions: with any one or more of the following existing conditions:

- A. One or more wheels are missing;
- B. One or more tires are missing;
- C. Two or more tires are flat;
- D. The windshield is shattered or missing;
- E. Parts necessary for the operation of the vehicle, including but not limited to the motor or transmission, are significantly damaged or missing.

F. Is apparently not operable pursuant to the definition above;

G. Has a fair market value of one thousand five hundred dollars (\$1,500.00) or less;

H. Has not been moved and has remained in substantially the same location for a period of fourteen (14) consecutive days; or

I. Is in a condition of disrepair, dismantling, or damage such that it reasonably appears incapable of safe operation.

(3)(2) "Residential District" means any of the following zoning use districts: R-1-Single Family Residential District, R-2-Two Family Residential District, R-3-Multi-Family Residential District, or MHP-Manufactured Home Park Residential District.

(4)(3) "Unlicensed vehicle" means any vehicle that does not display a distinctive alphanumeric license plate and current validation license stickers issued under Ohio R.C. Chapter 4503 or under substantially equivalent laws of other states.

(5)(4) "Vehicle" means any automobile, truck, mobile home, trailer, or semitrailer which is subject to the registration and licensing requirements of Ohio Revised Code Chapter 4503; however, it does not include electric personal assistive mobility devices, emergency vehicles, or public safety vehicles.

(b) Any inoperable vehicle or unlicensed vehicle being stored within a Residential District shall be kept or stored in a completely enclosed building, except that one unlicensed automobile, in operative condition, may be kept on the property, if suitably covered or screened from view from the right of way when not in use, provided that the current resident of the property is the owner of title to the vehicle.

(c) When the Zoning Commissioner, **Safety-Service Director, Police Department, or their designee observes a violation of subsection (b), written notice shall be provided to the person in possession of the property by: certified mail, return receipt requested or personal delivery or posting on the property.** ~~observes a violation of subsection (b), he shall send a notice to the person in possession of the property directing that the vehicle shall be appropriately housed,~~

removed from the property, or brought into compliance with subsection (b) within ten (10) days from receipt of the notice; and shall advise that person of his/her right to appeal the Commissioner's notice to the Zoning Commission, in accordance with Section 1104.08 of the Codified Ordinances. **Such notice shall:**

- (1) Identify the vehicle and nature of the violation;**
- (2) Require that the vehicle be removed, made operable, or placed within a completely enclosed building within thirty (30) days of receipt of the notice;**
- (3) Advise the recipient of the enforcement procedures and penalties set forth herein; and**
- (4) Advise of the right to appeal to the Zoning Commission pursuant to Section 1104.08.**

If an appeal is properly filed, the Zoning Commission shall consider the following circumstances or defenses in determining the appeal:

- (1) Whether the alleged offense did in fact occur;
- (2) Whether the alleged violator is in fact the rightful possessor of the premises where the violation occurred;
- (3) The illegally parked vehicle has been removed from the premises or has been housed in a garage or other suitable structure approved by the Zoning Commissioner;
- (4) The alleged violator is not the owner of the illegally parked vehicle and he/she did not permit the vehicle to be parked on the property;
- (5) The alleged violator did not own or possess the property where the violation occurred at the time of the offense.

(d) If the violation is not corrected within thirty (30) days of receipt of notice:

- (1) The Village may impose progressive civil fines for a period of five (5) consecutive days;**
- (2) Such fines may increase daily up to a maximum of one hundred fifty dollars (\$150.00) per day;**
- (3) Each day shall constitute a separate offense.**

(e) Removal by Village. If the violation continues after the 30 day notice and progressive fine period as described in section (d):

- (1) The Village, through its Police Department or authorized agents, may remove and impound the vehicle;**
- (2) All costs associated with removal, storage, and disposal shall be assessed against the property owner or responsible party;**
- (3) The Village may pursue all necessary legal proceedings to enforce this section and recover costs.**

(f) Right of Entry. The Safety-Service Director, Police Department, or their designee is hereby expressly authorized to enter upon private property for the purpose of enforcing the provisions of this section. No person shall interfere with, hinder, or refuse to allow such entry for inspection, documentation, or removal of any motor vehicle in accordance with this section. Any person to whom notice was given pursuant to subsection (c) shall have the right to remove or properly house such motor vehicle at his or her own expense at any time prior to the Village initiating removal.

AN ORDINANCE AMENDING CHAPTER 1104, PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF NEW LONDON BY ADOPTING A NEW SECTION GOVERNING SURVEY REQUIREMENTS FOR CERTAIN ZONING APPLICATIONS.

WHEREAS, the Village, is authorized under Article XVIII, Section 7 of the Ohio Constitution to exercise all powers of local self-government, including the regulation of land use and zoning; and

WHEREAS, the Village has adopted its Planning and Zoning Code establishing procedures for zoning administration within the Village; and

WHEREAS, the Village requires accurate and reliable information regarding property boundaries, lot dimensions, and the location of structures in order to make informed factual and timely findings on variance requests, appeals, and conditional uses; and

WHEREAS, Council desires to clarify and standardize application requirements for certain zoning approvals by requiring submission of an official survey when dimensional compliance or property boundaries are at issue, finding that such is in the best interest of the Village.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO:

Section 1. This Council hereby amends Chapter 1104 by adopting Section 1104.11, titled "Application Requirements; Survey for Certain Zoning Requests" as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. Council finds that this amendment establishes a procedural application requirement to assist in the administration of zoning review and does not create new zoning districts, permitted uses, or dimensional standards.

Section 3. All ordinances and resolutions, or parts thereof, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance shall take effect at the earliest period allowed by law.

PASSED: _____

MAYOR

ATTEST:

FISCAL OFFICER

Exhibit A

1104.11 APPLICATION REQUIREMENTS; SURVEY FOR CERTAIN ZONING REQUESTS

(a) Purpose. This section is intended to ensure that the reviewing body has accurate and reliable information necessary to make factual findings, protect adjacent property owners, and reduce disputes concerning property boundaries, setbacks, and dimensional compliance.

(b) Application Requirement. An official boundary and improvement survey shall be required as part of a complete application for the following requests when the request involves dimensional compliance, lot boundaries, or the location of existing or proposed structures:

- (1) Variances from setback, lot coverage, height, frontage, structural requirements, or other dimensional requirements;
- (2) Conditional uses or special exceptions where compliance with dimensional standards is a condition of approval.

(c) Survey Standards. The required survey shall:

- (1) Be prepared, signed, and sealed by a Professional Surveyor licensed in the State of Ohio;
- (2) Be based on a field survey and depict current conditions as of the date of preparation;
- (3) Include:
 - A. Property boundary lines with dimensions;
 - B. Total lot area;
 - C. Locations of all existing structures, drives, easements, and rights-of-way;
 - D. Setback lines applicable to the zoning district;
 - E. Identification of the specific dimensional relief requested, if applicable;
 - F. Be dated no more than five (5) years prior to the date of application, unless approved for waiver under subsection (e).

(d) Determination of Completeness. No application subject to this section shall be deemed complete or scheduled for public hearing unless the required survey has been submitted, unless a waiver is granted pursuant to subsection (e).

(e) Administrative Waiver. The Zoning Inspector may waive the survey requirement if the applicant demonstrates that:

- (1) A recorded plat or survey meeting the requirements of subsection (b) already exists;
- (2) Lot boundaries and structure locations are clearly established and undisputed; and
- (3) The variance, appeal, or conditional use request does not depend on precise dimensional measurements.

Any waiver granted under this subsection shall be documented in writing and made part of the application record.

RESOLUTION NO. 2026 – 32

A RESOLUTION TO APPROVE A THEN AND NOW CERTIFICATE FOR A PURCHASE MADE, AND
DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5705.41(d) provides a process for the taxing authority (Council) to authorize “Then and Now Certificates” to cover financial commitments made to vendors by the Village prior to a formal purchase order being generated; and

WHEREAS, this Council has received from the Village Fiscal Officer within the prior thirty (30) days certification(s), with respect to the item(s) listed in Section 1 of this Resolution, that there was at the time of the making of such contracts or order and at the time of the execution of such certificates a sufficient sum appropriated for the purpose of such contract(s) and in the treasury, or in process of collection, to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, this Council finds and determines that appropriate funds were at hand both then and now for the expenditure(s) stated below, and that the subject expenditure(s) is/are currently budgeted, and the purchase order(s) was/were processed after the order date;

WHEREAS, Council now desires to authorize the drawing of warrant(s) in payment of the amount due upon such contract(s) or order(s); Now, Therefore,

BE IT RESOLVED by the Council of the Village of New London, Huron County, Ohio:

Section 1. That the following purchase(s) is/are approved for Then and Now Certification:

Vendor	Description	Amount	Fund Account Number
Casabella Pyrotechnics	Fireworks	\$8,400.00	Recreation-2042-310-600-6026
Ed Burdue & Co LLC	NL Avenue Project	\$81,419.15	Sewer-5201-549-590-0000
Ed Burdue & Co LLC	NL Avenue Project	\$81,419.14	Storm Sewer-5602-800-590-0000
OTC Industrial Tech	Lift Station Repairs	\$31,371.00	Recreation-2042-310-590-0000

Section 2. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety, and for the welfare of the citizens of the Village, and for the further reason that it is necessary that this measure become effective at the earliest possible time in order to allow the Village to pay for this expenditure that is now due and owing, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Resolution shall therefore take effect and be in force immediately from and after its passage, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

ATTEST: _____

MAYOR

FISCAL OFFICER