

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

In Council Chambers @5:00 P.M.

Monday, September 21, 2026

Anyone can observe meetings 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 121.22(G)(1) To consider the appointment, employment or compensation of a public employee or official.

SWEARINGS-IN (6:00)

Matthew Raska: Board of Zoning Appeals

ANNOUNCEMENTS

CONSENT AGENDA

1. Minutes of September 8, 2026 Regular Meeting
2. Credit Card Statement for August

REVIEW OF AGENDA

I. PETITIONS/COMMUNICATIONS (6:10)

The Clerk will receive and file:

John Millman re: Drainage Issues (6)
Jerry Papania re: Utilities
Jerry Papania re: Traffic Study
Mitzie Miller re: Request for Curb Cut
Amy Bailey re: ATC Request for Signage on School Property
Angie Hsu re: Letter to the Community

II. CITIZEN CONCERNS (6:10)

III. PUBLIC HEARINGS/LEGISLATION (6:40)

Emergency Reading of Ordinance 2026-19 Additional 2026 3Q Supplemental and Declaring an Emergency

Reading of Resolution 2026-33 Authorizing the Interim 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

Reading of Resolution 2026-34 Accepting the Resignation of Johnnie Burns as Village Manager and Approving a Separation Agreement and Consulting Agreement with Johnnie Burns for Public Works Consultation

IV. SPECIAL REPORTS

V. MANAGER'S REPORT (7:00)

VI. OLD BUSINESS (7:05)

Economic Development Progress Update (Semere: 10 min.)

VII. NEW BUSINESS

VIII. BOARD AND COMMISSION REPORTS (7:15)

Planning Commission	Leonard	Brown
Finance Committee	Leonard	Semere
Yellow Spring Development Corporation (YSDC)	Pearce	Semere
Public Arts & Culture Commission	Brown	Pearce
Library Commission (LC)	Hsu	Semere
Environmental Commission (EC) (TBD)	Brown	Hsu
Village Mediation Program (VMP)	Brown	
YS School Liaison	Pearce	
YS Chamber Liaison	Leonard	
Active Transportation Liaison	Pearce	
Miami Valley Regional Planning Commission (MVRPC)	Semere	Brown
Greene County Regional Planning Commission (GCRPC)	Brown	Semere
Housing Committee	Hsu	TBD

IX. FUTURE AGENDA ITEMS* (7:20)

Sept. 28:	Budget Session #1: 3-5pm
Oct. 5:	Ordinance: Zoning Fee Text Amendment
	Ordinance: Zoning Fee Text Amendment
	Process for Charter Amendment (Recall)
	?CRA Work Session?
Oct. 19:	Ordinance: Contractor Fee Text Amendment
Oct. 22:	Budget Session #2: 3-5pm

*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, October 5, 2026.**

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

In Council Chambers @ 6 P.M.

Tuesday, September 8, 2026

CALL TO ORDER

President of Council Gavin DeVore Leonard called the meeting to order at 6:01 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. Carmen Brown was absent.

Hsu MOVED and Semere SECONDED a MOTION TO EXCUSE BROWN'S ABSENCE. The MOTION PASSED 4-0 ON A VOICE VOTE.

ANNOUNCEMENTS

The Clerk noted an email scam purporting to come from the village Planning and Zoning Department. Information is up on the village website, and she recommended a call to Village offices if anyone received a "Village" email requesting payment.

Semere noted Longest Table and DJ Battle as successful community events held this month.

CONSENT AGENDA

1. Minutes of August 17, 2026 Regular Meeting
2. Minutes of August 17, 2026 Special Meeting: Work Session: Bowen Housing Study
3. Minutes of August 21, 2026, Special Meeting: Executive Session

Semere MOVED and Hsu SECONDED a MOTION TO APPROVE THE CONSENT AGENDA. The MOTION PASSED 4-0 ON A VOICE VOTE.

REVIEW OF AGENDA

There were no changes made to the agenda.

PETITIONS/COMMUNICATIONS

The Clerk will receive and file:

Letters in Support of Johnnie Burns:

Alex Price (2)
Amy Bailey
Amy Wamsley
Arthur and Julie Allison
Carl Champney
Carmen Milano
Carolyn Powers
Charlene Prestopino
Dorothee Bouquet
Ethan Schliesser
Holly Smith-Conway (2)
Joanne Lakomski
Johanna Northway
Johanna Northway re: Opposition to Village Funded Housing Initiatives
Joslyn LaFlamme

Julie/Matt Jones
Jyoti Miller
Kathryn Burkland
Lisa Abel
Lisa Kreeger
Lisa Woltersd
Lynn Adams
Mark Heise
Mitzie Miller
Patrick Lake
Patti Bates
Ryan Aubin
Samantha Williams-Eckenrode
Scott Bachmann
Sheila Dunphy/Dino Pallotta
Terri Holden
Tom/Elise Burns
Village Staff Members (10 signators)
Mayor's Clerk re: Monthly Report (2)
YS Home, Inc. re: Cascades Development

Hsu reviewed communications.

CITIZEN CONCERNS

Mitzie Miller spoke regarding safety concerns related to signage.

Matthew Kirk noted that the Village does not have a recall process which is actionable, given recent caselaw. He asked that Council initiate this Charter amendment.

Ralita Hilderbrand stated that she has made several records request and alleged that the delay is a result of Council failure to use only their Village emails. She asserted that there is a lack of transparency on Council. Hilderbrand concluded with her concern over the reasons, or lack thereof, that Burns was dismissed as Village Manager.

Judith Hempfling thanked Pearce and Hsu for letters to the editor, opining that information is helpful. She disagreed with Hilderbrand's characterization of current Council members, and asked that people disagree on issues, not on personalities.

Dino Pallotta challenged the decision to remove Burns based on lack of a plan moving forward, calling it a poor business decision which will cost taxpayers money. Pallotta asked that two Council members resign.

Ryan Aubin addressed transparency, challenging the decision to hire an Interim Manager at a higher dollar-per-hour than Burns received to perform two positions.

Matthew Kirk asked for more information regarding the Interim Village Manager and the process which will be used to hire the permanent manager.

Daniella Joseph a visitor spoke regarding accessibility to the Village building.

Jackie Anderson asked about the resolutions on the agenda. She asked what would authorize the Solicitor to enter into any agreements "sight unseen," her assumption being that the Solicitor would not first review and approve the agreement. She also questioned whether Council could hire an Interim Manager absent a bidding process.

PUBLIC HEARINGS/LEGISLATION

Semere MOVED and Hsu SECONDED a MOTION TO READ EMERGENCY AND SECOND READ LEGISLATION BY TITLE ONLY. The MOTION PASSED 4-0 ON A VOICE VOTE.

Second Reading and Public Hearing of Ordinance 2026-15 Renewing a Franchise for Operation of a Gas Utility in the Village of Yellow Springs, Ohio to the Vectren/Center Point Energy Company and Specifying the Terms and Conditions Thereof. Hsu MOVED and Semere SECONDED a MOTION TO APPROVE.

Blankenship explained that the Vectren lines are in place and active now. Since CPE is selling a portion of the franchise, this is an opportune time to renew the agreement. Blankenship noted that under the agreement the Village can request that Vectren/CPE move lines or repair areas disrupted by line work, etc.

DeVore Leonard OPENED THE PUBLIC HEARING. There being no respondents, DeVore Leonard CLOSED THE PUBLIC HEARING AND CALLED THE VOTE. The MOTION PASSED 4-0 ON A ROLL CALL VOTE.

Emergency Reading of Ordinance 2026-18 Approving an Additional Third Quarter Supplemental. Pearce MOVED and Hsu SECONDED A MOTION TO APPROVE.

Blankenship noted the included Supplemental Worksheet which indicates a reimbursement, a donation, transfer of funds from each of the Utility accounts into the Utility Round Up account and the transfer of \$55,000.00 for contracted Interim Village Manager services.

DeVore Leonard OPENED A PUBLIC HEARING.

Jackie Anderson asked questions about the Utility Round Up program and was directed to contact the Clerk.

Ralita Hilderbrant asked that the worksheet be displayed and was informed that it could not be displayed but was in the packet and available. She requested that these be displayed moving forward.

Responding to a question from DeVore Leonard, the Clerk explained that Appropriations and other ordinances related to finances are normally read as emergencies, since it would otherwise take two months for them to go into effect.

DeVore Leonard CLOSED THE PUBLIC HEARING AND CALLED THE VOTE. The MOTION PASSED 4-0 ON A ROLL CALL VOTE.

Reading of Resolution 2026-31 Accepting the Resignation of Johnnie Burns as Village Manager and Approving a Separation Agreement and Consulting Agreement with Johnnie Burns for Public Works Consultation. Hsu MOVED and Pearce SECONDED A MOTION TO APPROVE.

Blankenship explained that the resolution is in response to Burns' announcement of resignation and solidifies the terms generally agreed upon in the negotiation process on August 21st. Those terms will be spelled out in the agreements, which will be public record, she said, but the legislation permits Council President to sign the agreements once they are finalized without the need for a Special Meeting.

Blankenship noted that Council can wait for a meeting to pass the resolution, at which point the documents would be included in a packet. Passing the resolution would not affect the resignation timeline, she said, but would allow DeVore Leonard to sign as soon as parties agree to terms.

Responding to a question from Semere, Blankenship referenced Resolution 2026-32 for hiring of an Interim Manager which does not contain a start date. That start date, she said, is awaiting finalization of the terms

of resignation, which will state a date.

Semere stated a preference for not passing the resolution and holding a Special Meeting so that people could “see that this is aboveboard”.

Blankenship advised that Council vote the resolution down if there was agreement that a Special Meeting would convey greater transparency of process.

DeVore Leonard CALLED THE VOTE, and the MOTION FAILED 0-4 ON A VOICE VOTE.

Reading of Resolution 2026-32 Approving an Agreement with the Management Advisory Group, LLC for Interim Village Manager Services. Semere MOVED and Hsu SECONDED a MOTION to APPROVE,

Blankenship described Management Advisory Group briefly, and explained that the resolution authorizes DeVore Leonard to enter into an agreement with MAG for Interim Manager services. Responding to earlier questions, Blankenship stated that Council has authority to approve expenditures in excess of the Manager’s \$30,000 purchasing limit and that professional services are not required to be competitively bid.

DeVore Leonard and Hsu explained the process and vetting involved in selecting MAG.

DeVore Leonard CALLED THE VOTE. The MOTION PASSED 4-0 ON A VOICE VOTE.

SPECIAL REPORTS

There were no Special Reports.

MANAGER’S REPORT

The Clerk provided several highlights from the Manager’s Report.

OLD BUSINESS

NEW BUSINESS

Status Update re: Village Manager Position. DeVore Leonard read a statement addressing the process that has unfolded around the resignation of the Village Manager, promising to provide continuity and improved communication in the future. He projected that the Interim Manager should start around September 15, and the search for a permanent Manager will take two-to-three months.

DeVore Leonard noted that it is frustrating for both citizens and Council members not to be able to engage in dialogue during meetings, but that that is the current set up for meetings.

FUTURE AGENDA ITEMS

At Hsu’s request, Blankenship explained the requirements around a Special Meeting, Those being that notice is properly given at least 24 hours in advance of the meeting.

DeVore Leonard briefly explained the process for non-profit and event requests, which are due in a week.

Sept. 21: Swearings In/BZA
 Emergency Reading of Ordinance 2026-19 Additional 2026 3Q Supplemental and Declaring an Emergency
 Reading of Resolution 2026-33 Authorizing the Interim 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
 Reading of Resolution 2026-34 Accepting the Resignation of Johnnie Burns as Village Manager and Approving a Separation Agreement and Consulting Agreement with Johnnie Burns for Public Works Consultation

Strategic Plan RFQ Recommendation
Updated Glass Farm Public Engagement Timeline
Economic Development Progress Update
Credit Card Statement

Sept. 28: Budget Session #1: 3-5pm

Oct. 5:

Oct. 12: Budget Session #2: 3-5pm

Oct. 19:

Oct. 22: Budget Session #3: 3-5pm

EXECUTIVE SESSION

There was no Executive Session.

ADJOURNMENT

At 7:19pm Hsu MOVED and Semere 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

Date	Transaction	Name	Memo	Amount
8/4/2026	DEBIT	LOWES #00453* SPRINGFIELD OH	24692166215400699277682;	\$182.52 FRIDGE FOR BUILDING SAMPLES/WASTEWATER DEPT.
8/4/2026	DEBIT	SAMSLUB.COM 888-746-7726 AR	24226386215027991754479;	\$90.40 SNACKS FOR SAFETY VILLAGE
8/5/2026	DEBIT	KROGER 838 FAIRBORN OH	24445716216300791718388;	\$70.58 SNACKS FOR SAFETY VILLAGE
8/7/2026	CREDIT	WISESTAMP.COM WILMINGTON DE	24011346218100146857099;	-\$6.98 REFUND FROM WISESTAMP
8/7/2026	DEBIT	PIES & PINTS DAYTON 877-8144102 OH	24037246218900015780609;	\$157.59 FOOD FOR GOING AWAY FOR ELYSE G./ADMIN
8/10/2026	DEBIT	DOLLAR-GENERAL #7647 YELLOW SPRING OH	24445006220600344019212;	\$12.81 CLEANING SUPPLIES/POLICE DEPT.
8/10/2026	CREDIT	DOLLAR-GENERAL #7647 YELLOW SPRING OH	74445006220600599816820;	-\$12.81 DOLLAR GENERAL RETURN
8/10/2026	DEBIT	DOMINO'S 2360 FAIRBORN OH	24445006220500887731506;	\$155.88 PIZZA FOR SAFETY VILLAGE
8/10/2026	DEBIT	MENARDS 3369 FAIRBORN OH	24137466220100424249937;	\$150.16 WOOD FORMS/STREET DEPT.
8/10/2026	DEBIT	DOLLAR-GENERAL #7647 YELLOW SPRING OH	24445006220600344019139;	\$12.00 MORE CLEANING SUPPLIES/POLICE DEPT.
8/11/2026	DEBIT	HARBOR FREIGHT TOOLS30 SPRINGFIELD OH	24231686223854760910941;	\$143.29 NITRILE GLOVES FOR WTP AND WRF
8/11/2026	DEBIT	SAMS CLUB #6517 BEAVERCREEK OH	24445006223400242687468;	\$450.00 POOL CONCESSIONS
8/13/2026	DEBIT	2026 MS Excel Training 193-7252978 OH	24793386224000815215078;	\$325.00 EXCEL TRAINING FOR LYNDA HIGHLANDER/FINANCE DEPT.
8/14/2026	DEBIT	DOLLAR-GENERAL #7647 YELLOW SPRING OH	24445006226600196247295;	\$100.51 SUPPLIES/WATER TREATMENT DEPT.
8/14/2026	DEBIT	APA OHIO 330-8146295 OH	24121576225000224120024;	\$250.00 OKI PLANNING CONFERENCE FEES FOR THREE PLANNING COMMISSION PEOPLE, CARMEN BROWN AND ONE BOARD OF ZONING APPEALS
8/14/2026	DEBIT	PARKSTORE TRIAD TECH SPRINGFIELD OH	24632696225500701446345;	\$480.58 HYDRAULIC LINES FOR FLAIL MOWER/STREET DEPT.
8/14/2026	DEBIT	SPRINGFIELD RURAL KING SPRINGFIELD OH	24431066226486081422593;	\$99.99 BATTERY FOR DODGE DUMP TRUCK/STREET DEPT.
8/17/2026	DEBIT	MENARDS 3369 FAIRBORN OH	24137466226100395359263;	\$14.87 BALL VALVES/STREET DEPT.
8/17/2026	DEBIT	AMERICAN WATER COLLEGE AMERICANWATER TX	24011346227100016306903;	\$149.95 WASTEWATER TREATMENT REVIEW CLASS/WASTEWATER DEPT.
8/17/2026	CREDIT	DOLLAR-GENERAL #7647 YELLOW SPRING OH	74445006226600284644630;	-\$6.41 DOLLAR GENERAL RETURN
8/26/2026	CREDIT	AGO LEC FEE COLUMBUS OH	74445006236200417500904;	-\$299.00 REFUND FROM OPOTA LAW ENFORCEMENT TRAINING
8/28/2026	DEBIT	AMERICAN PLANNING ASSO 312-786-6362 IL	24801976240875172219880;	\$735.60 APA AND AICP MEMBERSHIP FOR NIA HOLT
8/31/2026	DEBIT	WISESTAMP.COM WISESTAMP.COM DE	24011346242100046732145;	\$805.81 WISESTAMP EMAIL BANNERS/ADMIN
9/1/2026	DEBIT	SAMSLUB #6517 BEAVERCREEK OH	24081196244029670440133;	\$351.66 POOL CONCESSIONS
				\$4,414.00

Supplemental Appropriation Worksheet

<u>Account #</u>	<u>Description</u>	<u>Addition to Budget</u>	<u>Comments</u>
101-1003-51101	Administration-Wages	\$32,843.04	PTO payout for Johnnie Burns
101-1003-53101	Administration-Other Contractual Services	\$53,705.60	Contract agreement with Johnnie Burns for consulting for the remainder of 2026
601-1302-54102	Electric-Operating Supplies	\$11,000.00	Reimbursement from Fischer Homes for conduit and service at Spring Meadows at 5 locations.

\$97,548.64

101	General Fund	\$86,548.64
601	Electric Fund	\$11,000.00

\$97,548.64

ORDINANCE NO. 2026-19

**APPROVING SECOND ADDITIONAL 2026 THIRD QUARTER SUPPLEMENTAL APPROPRIATIONS AND DECLARING AN EMERGENCY
VILLAGE OF YELLOW SPRINGS, OHIO**

WHEREAS, Ordinance 2025-25 was adopted to make appropriations for current expenses and other expenditures of the Village of Yellow Springs, State of Ohio, during the fiscal year ending December 31, 2026, and

WHEREAS, Village Council makes supplemental appropriations to reflect adjustments which occur throughout the fiscal year, and

WHEREAS, this ordinance is hereby declared to be an emergency measure necessary to preserve the public interest and provide for a special emergency in the operation of Village services, such emergency being the urgent necessity to provide for legitimate expenditures and amend the annual appropriation .

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

Section 1. To provide for expenses and other expenditures of the said Village of Yellow Springs during the fiscal year ending December 31, 2026 the following sums are hereby set aside and appropriated as follows:

Section 2. That there be appropriated from the GENERAL FUND:		CURRENT BUDGET	SUPPLEMENTAL 09/21/26	AMENDED BUDGET
	Council Total	\$336,483.00		\$336,483.00
	<i>Personnel Services</i>	<i>\$180,283.00</i>		<i>\$180,283.00</i>
	Mayor Total	\$39,887.00		\$39,887.00
	<i>Personnel Services</i>	<i>\$25,387.00</i>		<i>\$25,387.00</i>
	Administration Total	\$768,548.00	\$86,548.64	\$855,096.64
	<i>Personnel Services</i>	<i>\$327,798.00</i>	<i>\$32,843.04</i>	<i>\$360,641.04</i>
	Auditor	\$46,350.00		\$46,350.00
	Commercial Rental Property	\$142,650.00		\$142,650.00
	Library	\$5,000.00		\$5,000.00
	Cable	\$95,328.00		\$95,328.00
	<i>Personal Services</i>	<i>\$77,380.00</i>		<i>\$77,380.00</i>
	Council Commissions	\$64,360.00		\$64,360.00
	Public Safety Total	\$2,250,176.03		\$2,250,176.03
	<i>Personnel Services</i>	<i>\$1,805,416.03</i>		<i>\$1,805,416.03</i>
	Planning Total	\$404,601.00		\$404,601.00
	<i>Personnel Services</i>	<i>\$2,296,711.00</i>		<i>\$2,296,711.00</i>
	Mediation	\$14,420.00		\$14,420.00
	Transfers and Advances	\$1,306,500.00		\$1,306,500.00
	TOTAL GENERAL FUND APPROPRIATIONS	\$5,474,303.03	\$86,548.64	\$5,560,851.67

Section 3. That there be appropriated from the following **SPECIAL REVENUE FUNDS:**

202	Street Maintenance & Repair Total	\$781,583.00		\$781,583.00
	<i>Personnel Services</i>	<i>\$287,983.00</i>		<i>\$287,983.00</i>
203	State Highway & Repair	\$10,000.00		\$10,000.00
204	Parks and Recreation Fund	\$824,597.00		\$824,597.00
	Parks Total	\$271,803.00		\$271,803.00
	<i>Personnel Services</i>	<i>\$91,763.00</i>		<i>\$91,763.00</i>
	Pool Total	\$150,333.00		\$150,333.00
	<i>Personnel Services</i>	<i>\$81,508.00</i>		<i>\$81,508.00</i>
	Bryan Center Total	\$374,338.00		\$374,338.00
	<i>Personnel Services</i>	<i>\$232,068.00</i>		<i>\$232,068.00</i>
	Bryan Youth Center Total	\$20,123.00		\$20,123.00
205	Economic Development Fund	\$0.00		\$0.00
207	Green Space	\$0.00		\$0.00
208	Motor Vehicle - Permissive Tax	\$25,000.00		\$25,000.00
210	Mayor's Court Computer Fund	\$500.00		\$500.00
212	Law Enforcement & Education	\$6,746.00		\$6,746.00
213	Coat & Supply Fund	\$2,675.00		\$2,675.00
215	Federal Forfeited Assets	\$0.00		\$0.00
216	State Law Enforcement Trust Fund	\$2,747.00		\$2,747.00
218	YS Clifton Connector Trail Project	\$0.00		\$0.00
220	Utility Round Up Fund	\$14,750.00		\$14,750.00
224	Affordable Housing	\$315,372.00		\$315,372.00
902	Widow's Fund	\$1,500.00		\$1,500.00
903	Police Pension Fund Total	\$52,125.00		\$52,125.00
	<i>Personnel Services</i>	<i>\$51,404.00</i>		<i>\$51,404.00</i>
904	Security Deposit Fund	\$1,000.00		\$1,000.00
906	Mayor's Court Fund	\$8,000.00		\$8,000.00
	TOTAL SPECIAL REVENUE FUND APPROPRIATIONS	\$2,046,595.00	\$0.00	\$2,046,595.00

Section 4. That there be appropriated from the **CAPITAL PROJECT FUNDS**:

301	Police Vehicle Replacement Fund	\$0.00		\$0.00
303	Water - Capital Fund	\$117,896.24		\$117,896.24
304	Sewer Capital Improvement Fund	\$354,750.00		\$354,750.00
305	Electric Capital Improvement Fund	\$330,000.00		\$330,000.00
306	Parks and Recreation Capital Improvement	\$154,750.00		\$154,750.00
307	Facilities Improvement Fund	\$234,374.74		\$234,374.74
308	Capital Equipment Fund	\$17,873.00		\$17,873.00
TOTAL CAPITAL PROJECT FUND APPROPRIATIONS		\$1,209,643.98	\$0.00	\$1,209,643.98

Section 5. That there be appropriated from the **ENTERPRISE FUNDS**:

601	Electric Fund Total	\$6,223,525.73	\$11,000.00	\$6,234,525.73
	Personnel Services	\$682,665.00		\$682,665.00
610	Water Fund Total	\$1,551,683.00		\$1,551,683.00
	Water Distribution Total	\$660,672.00		\$660,672.00
	Personnel Services	\$408,523.00		\$408,523.00
	Water Treatment Total	\$891,011.00		\$891,011.00
	Personnel Services	\$278,905.00		\$278,905.00
620	Sewer Fund Total	\$1,564,508.00		\$1,564,508.00
	Sewer Collection	\$529,298.00		\$529,298.00
	Personnel Services	\$369,648.00		\$369,648.00
	Sewer Treatment	\$685,210.00		\$685,210.00
	Personnel Services	\$265,554.00		\$265,554.00
	Sewer Transfer	\$350,000.00		\$350,000.00
630	Solid Waste Fund	\$435,606.00		\$435,606.00
	Personnel Services	\$15,006.00		\$15,006.00
640	Utility Ovepayment fund	\$5,000.00		\$5,000.00
650	Storm Water Fund	\$92,483.00		\$92,483.00
660	Municipal Broadband Fund	\$45,000.00		\$45,000.00
TOTAL ENTERPRISE FUND APPROPRIATIONS		\$9,917,805.73	\$11,000.00	\$9,928,805.73

Section 6. That the appropriation from the Total Fund Budget is as follows:

GRAND TOTAL APPROPRIATIONS ALL FUNDS	\$18,648,347.74	\$97,548.64	\$18,745,896.38
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Section 7. The Finance Director and the Village Manager are hereby authorized to draw warrants on the Village Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with such ordinance.

Section 8. 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

Passed:

Attest:

Judy Kintner, Clerk of Council

ROLL CALL:

Gavin DeVore Leonard

Angie Hsu

Carmen Brown

Senay Semere

Stephanie Pearce



The Village of **YELLOW SPRINGS**

MEMORANDUM

TO: Village of Yellow Springs Council

FROM: Staff

DATE September 18, 2026

RE: OPWC Grant Information for Resolution 2026-33

Based on their scoring analysis, Choice One has recommended the following options for grant submission:

Option 1: Proceed with 16% as the match: would have around \$1,250,000 to work with as the total project budget (\$200k local, \$1,050,000 OPWC).

Option 2: Make the 200k a 26% of the total project cost: you would still have \$769,230 to work with for the project (\$200k local, \$569,230 OPWC). This is probably a more realistic project to get funded but still a hefty ask.

Option 3: Make the whole project 400k and going 50-50 with OPWC and local money is an option and would score higher, but the tradeoff is you get less for the money you are putting in.

Upon reviewing these options Tanner Bussey, our Streets Superintendent, concurs with the recommendation of Option #2.

Should Council pass this resolution, Choice One will submit on behalf of the Village for the recommended option.

Thank you for your consideration.

VILLAGE OF YELLOW SPRINGS, OHIO
Resolution 2026-33

AUTHORIZING THE INTERIM 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

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Village of Yellow Springs is planning to make capital improvements to The 2027 Street Maintenance and Repaving Program and

WHEREAS, the infrastructure improvement above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by Council for the Village of Yellow Springs that:

Section 1: The Interim Village Manager is hereby authorized to apply to the OPWC for funds as described above.

Section 2: The Interim Village Manager, is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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____

**VILLAGE OF YELLOW SPRINGS
RESOLUTION 2026-34**

**ACCEPTING THE RESIGNATION OF JOHNNIE BURNS AS VILLAGE
MANAGER AND APPROVING A RESIGNATION AGREEMENT AND
CONSULTING AGREEMENT WITH
JOHNNIE BURNS FOR PUBLIC WORKS CONSULTATION**

WHEREAS, on August 21, 2026, Mr. Burns announced his intention to resign from his role as Village Manager; and,

WHEREAS, on August 21, 2026, Mr. Burns and Village Council discussed entering into a consulting agreement with Mr. Burns for public works consultation; and,

WHEREAS, the parties have come to mutually agreeable terms for the resignation agreement and the consulting agreement and Village Council hereby authorizes the Village Council President to enter into these documents on behalf of the Village,

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

Section 1: Council hereby accepts the resignation of Johnnie Burns from the role of Village Manager, approves a resignation agreement, and approves a consulting agreement with Mr. Burns to provide public works consulting services to the Village.

Section 2: Council hereby authorizes the Village Council President to execute a resignation agreement and a consulting agreement, in a form substantially similar to the attached Exhibits A and B as finally approved by the Village Solicitor.

Section 3. This Resolution is in effect immediately upon passage.

Signed: _____
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____

Exhibit A to Resolution 2026-34

RESIGNATION AGREEMENT AND RELEASE

This Resignation Agreement and Release (“Agreement”) is entered into by and between **Johnnie Burns** on behalf of himself and his heirs, representatives, successors, and assigns (“Employee”), and the Village of Yellow Springs, Greene County, Ohio, by and through its Village Council (“the Village”), under the following circumstances:

A. Employee wishes to resign his employment with the Village, under and pursuant to the terms set forth in this Agreement; and

B. Employee and the Village (collectively, the “Parties”) wish to fully and finally resolve all questions relating to Employee’s employment, compensation, benefits, and separation.

Therefore, the parties agree as follows:

1. No Admission of Liability. The Parties are entering into this Agreement solely because they wish to resolve all questions relating to Employee’s compensation, benefits and separation. They acknowledge and agree that, by entering into this Agreement and resolving any and all claims hereunder, no admission of liability of any nature or of any person is to be inferred or implied on the part of any party and that Employee and the Village, along with its employees and agents, specifically and unequivocally deny any and all wrongdoing and allegations made or which could have been made against them in connection with Employee’s employment and separation.

2. Non-Disparagement and Other Consideration. Neither Employee nor the Village will make any statements that may be disparaging or harmful to the reputation of the other party, including but not limited to communications made through publications, statements and/or remarks, whether spoken, written or on social media. The Parties agree that they shall provide accurate information in response to inquiries made by governmental agencies, when certification of information is required, and/or when information is required to be provided pursuant to process of law. The provision of accurate information by either Employee or the Village shall not be a violation of this Agreement. The Village agrees to provide, upon request, a neutral employment reference.

3. Resignation.

- A. Employee resigns his employment with the Village effective on September 20, 2026 (“Resignation Date”). The Village accepts Employee’s resignation of employment effective as of that date.
- B. Together with his final paycheck, Employee shall be paid 188 hours of vacation leave, and 200 hours of sick leave and 36 hours of personal leave. Employee shall not earn or accrue any additional paid leave after September 20, 2026. 250 hours of accrued sick leave shall remain in Employee’s name with the Village.
- C. As additional consideration for this Agreement and for Employee’s voluntary resignation, the parties shall execute a “Consulting Agreement” which is incorporated by reference herein. The parties agree that Consulting Agreement will be executed prior to the execution of this Agreement.

Employee agrees that the payments made to him as set forth in paragraphs III.B and C (above) are in lieu of any other payments or amounts he may claim are owed to him under any alleged contract, legislation, policy, or handbook provision, except those which may be due and owing pursuant to the terms of the Consulting Agreement executed by and between the parties as of September 20, 2026. Employee waives all claims to any other payments from the Village.

4. Acknowledgement of Sufficient Consideration. Employee understands and agrees that the parties' obligations under the Consulting Agreement together with the promises made to him in this Agreement constitute good, valuable, and sufficient consideration received by him for all of his obligations set forth herein and are in full and complete settlement of any and all disputed claims he may have, including any possible claims for violations of any and all federal, state, and/or local laws, constitutional and/or common law, alleged damages, interest, punitive damages, penalties of statutory or any other nature, costs, and attorneys' fees.

5. Release.

- A. Johnnie Burns, on behalf of himself and his heirs, representatives, successors, and assigns (hereinafter collectively referred to as "Employee"), does hereby completely release and forever discharge the Village of Yellow Springs, Greene County, Ohio, and its appointed and elected officials, employees, insurers, heirs, successors, agents, representatives, attorneys, and assigns (hereinafter collectively referred to as "Releasees"), whether herein referred to or not, and whether collectively or individually, of and from any and all manner of: actions, causes of action, rights, suits, covenants, agreements, judgments, claims, and demands whatsoever in law and/or equity, including, but not limited to, any and all claims arising under federal and/or state statutory, constitutional, and/or common law, for attorneys' fees, costs, or claims, and/or for contribution or indemnification, including claims under Title VII of the Civil Rights Act of 1964, Ohio Revised Code Chapter 4112, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and the Genetic Information Nondiscrimination Act, all as amended, and any state and local counterparts of the above-stated legislation, even if not specifically referenced herein, of which Employee knows, has reason to know, or does not know, which Employee now has or ever had or may claim to have had, up to and including the date of his execution of this Agreement, including, without limitation, any legal claim or legal cause of action which Employee might have related to reemployment by the Village on or after the Resignation Date and including, without limitation, any other claim or cause of action which has or could have been asserted to date. However, nothing in the subparagraph shall prevent the Village from voluntarily rehiring or Employee from applying for reemployment with the Village after this Agreement's Effective Date.
- B. Nothing in this Agreement is intended to prohibit or restrict Employee from filing a charge or complaint with a state or federal civil rights agency, or from participating in an investigation, hearing, or proceeding conducted by such administrative agency. However, Employee waives and releases any right to personally pursue and/or recover personal, equitable, or monetary relief through any such charge, investigation, hearing, or proceeding. Employee also waives any right or ability to participate in any putative or certified class, collective, or multi-party action or proceeding based on a claim in which the Village, or any other released party identified in this Agreement, is a party.
- C. This Agreement is intended to comply with the Older Workers' Benefit Protection Act. Employee acknowledges and agrees that he is specifically waiving all rights and claims he may allege he would have under the Age Discrimination in Employment Act.

- D. The Parties each mutually represent and agree that they currently have no knowledge of aware nor do they currently have any reason to know of any legally actionable negligence, wrongdoing, misconduct or non-feasance of the other party prior to the Effective Date of this Agreement.
- E. It being the parties' intention to fully and finally resolve all claims and matters between them, Employee specifically warrants that, as of the date of his execution of this Agreement, he is unaware of any claim of any nature or description he might have or may claim to have against the Village that is not hereby released, including but not limited to any workers' compensation claim.

6. Legal Notice Pursuant to the requirements of the Older Workers Benefit Protection Act, Employee is advised of his right to (i) seek the advice of an attorney before deciding whether to execute this Agreement, (ii) have up to twenty-one (21) days from the date of distribution of this Agreement to consider this document and its release of claims under the Age Discrimination in Employment Act, and (iii) have seven days from such acceptance to revoke acceptance, by providing written notice to Amelia Blankenship, Village Solicitor, no later than 4:00 on the seventh day.

7. Right to Revoke Employee understands that, pursuant to the requirements of the Older Workers Benefit Protection Act, he has the right to revoke this Agreement as it relates to the release of claims under the Age Discrimination in Employment Act for a period of seven (7) days following her execution of it. Such revocation must be in writing, signed by Employee, and received by the Village Council President prior to the expiration of the seven (7) day revocation period. Should Employee revoke this Agreement as it relates to the release of claims under the Age Discrimination in Employment Act ("Act"), Employee understands and agrees that such revocation only applies to his Release of claims under the Act and that the Parties' obligations in all other respects, including Employee's resignation and release of all other claims and the Village's provision of the Leave of Absence to Employee, continue in full force and effect.

8. Interpretation, Effective Date, and Voluntariness

- A. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under Ohio law. If any provision is judicially deemed unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity and enforceability of, the remaining provisions, and the rights and obligations of the Parties shall thereafter be enforced to the fullest extent possible.
- B. The Parties acknowledge and agree: that no promise, inducement, or agreement not herein expressed has been made to them in relation to this matter; that this written Agreement is and contains the Parties' entire understanding relating to Employee's separation of employment with the Village and supersedes all prior agreements and contracts between them; that the terms of this Agreement are contractual and not a mere recital; and that the Parties, through their respective legal counsel, have mutually drafted the terms of this Agreement.
- C. By his signature set forth below, Employee acknowledges and agrees that he has: carefully read the Agreement; had the opportunity to discuss it with his legal counsel; understands its terms and binding effect; and has entered into it voluntarily and of his own free will.

- D. Employee acknowledges this Agreement is subject to the approval of the Village Council.
- E. The spirit and intent of this Agreement is to terminate with finality any and all disputes existing between the Parties. This Agreement shall be interpreted in accordance with such spirit and intent.
- F. The Effective Date of this Agreement shall be as of September 20, 2026.

WHEREFORE, the Parties have indicated their acceptance of the foregoing terms as a full and final resolution of the matters referenced herein by affixing their duly-authorized signatures below:

JOHNNIE BURNS

**THE VILLAGE OF YELLOW
SPRINGS, GREENE COUNTY,
OHIO**

Johnnie Burns

By _____
**Gavin Devore-Leonard,
Village Council President**

Date

Date

Approved as to form:

Amelia Blankenship, Village Solicitor

Date

Exhibit B to Resolution 2026-34

CONSULTING AGREEMENT

This Consulting Agreement is made by and between **Village of Yellow Springs** (the “Village”) and **Johnnie Burns** (“Consultant”) under the following circumstances:

- A. Consultant had been previously employed by the Village in the capacity of Village Manager.
- B. Mr. Burns has elected to voluntarily resign from his previous position at the Village as of this Agreement’s Effective Date and has separately executed a Resignation Agreement and Release.
- C. The parties wish to enter into this consulting arrangement whereby Mr. Burns may, from time to time, provide certain specific consulting specified below.

Therefore, the parties agree as follows:

1. **Consultant’s Responsibilities.** Consultant will provide Consulting Services to the Village on an as needed basis. For purposes of this Agreement, “Consulting Services” shall mean Consultant making himself reasonably available, during the term as defined in Section 2 below, to respond to telephonic or email inquiries from persons holding positions with the Village’s Department of Public Works. Such Consulting Services may be provided by telephone, or by electronic mail, or as otherwise mutually agreed by the parties. However, for the sake of clarity, the parties acknowledge that Consultant shall not be obligated to report onsite to the Village offices, to participate in any in-person meetings regardless of location, to attend Council meetings or to travel, unless agreed by the parties in advance.
2. **Effective Date and Term.** This Agreement shall have an Effective Date (the “Effective Date”) as of September 20, 2026. The term of this Consulting Agreement (the “Term”) shall begin on September 20, 2026, and shall continue uninterrupted through September 19, 2027. This Consulting Agreement may not be terminated prior to September 19, 2027 except by mutual agreement of the parties.
3. **Time.** Consultant shall devote such time as may be reasonably required to perform Consultant’s duties under this Agreement. However, provided Consultant continues to perform his obligations hereunder, nothing in this Consulting Agreement shall prevent, hinder or otherwise restrict in any way Consultant’s right to seek and/or engage in other employment, consulting or work of any nature with any third party during this Agreement’s Term.
4. **Compensation.** The Village shall compensate Consultant for twelve (12) months at the flat monthly rate of \$13,426.40, regardless of hours spent and activities performed by Consultant. Compensation shall be payable monthly. Consultant shall provide a monthly invoice to the Village by the last day of every month. The Village shall remit to Consultant payment in full no later than the last day of every month. Because Consultant will be functioning as an independent contractor, payments shall be made without deductions for federal, state, or local income taxes, Social Security, state retirement system contributions, or other payroll deductions applicable to employees. No withholdings of any kind shall be made with respect to the payments made to Consultant and Consultant shall be responsible for paying all Federal, State, local taxes and any other amounts payable with respect to the amounts he receives under this Agreement.
5. **TRAVEL** The Village shall reimburse Consultant for non-commuting miles driven in performance of his duties under this Consulting Agreement at the approved IRS mileage rate, in accordance with Village Policy and upon submission of appropriate expense reports and receipts. Consultant shall submit a mileage

statement to the Treasurer's Office on approved District forms, and shall be reimbursed by check. Travel to and from the Village will not be subject to reimbursement.

#110386208v1<LEGAL> - Consulting Agreement Final

6. **Indemnification.** Consultant shall perform work under this Agreement at Consultant's own risk. Consultant shall indemnify and hold harmless the Village from any claim, demand, loss, liability or damage which may be suffered by the Village as a consequence of Consultant's negligent, reckless or intentional conduct or nonfeasance.

7. **Disclosure of Information.** Consultant shall not disclose or appropriate to his own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the Village,.

8. **Independent Contractor.** In consideration of this Agreement, Consultant acknowledges, recognizes, and defines himself as being an independent contractor of the Village and not an employee of the Village. The Village shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant. Consultant shall not be a participant in any fringe benefits of the Village, including pension or profit-sharing plans, life insurance, paid vacations, or paid holidays. The Village shall not pay any contribution to Social Security, Ohio Public Employees' Retirement System, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for himself and his own employees. Consultant shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Village. Consultant shall exercise independent professional judgment in the rendering of services for the Village.

9. **Entire Agreement.** This Consulting Agreement, together with the Resignation Agreement and Release, set forth the entire understanding between the Village and Consultant. This Agreement is not intended to alter or diminish any rights and responsibilities created or addressed in the Resignation Agreement and Release between the parties relating to or arising from prior employment separation or retirement. This Consulting Agreement may not be modified, in any respect, except by an instrument in writing duly executed by the Village and Consultant.

10. **Assignment.** Consultant shall not assign this Agreement.

11. **Divisibility.** The Agreement's provisions are divisible such that, if any provisions are deemed invalid or unenforceable, or are limited in their application or enforcement, the other provisions of this Agreement shall not be affected.

12. **Waiver.** The waiver, by either party of any breach of any provision of this Agreement will not be construed as, or constitute, a continuing waiver or a waiver of any other breach of any provision of this Agreement.

13. **Governing Law.** This Agreement will be governed by and construed in accordance with Ohio law, and any dispute arising thereunder shall be heard in a court of competent jurisdiction in Greene County, Ohio; provided, however, that as a pre-condition of the filing of any dispute, the parties shall first submit any dispute to non-binding mediation, to be heard by a mediator to be mutually selected by the parties and the cost of which is to be equally shared by the parties

In witness whereof, the parties have executed this Agreement on the dates set forth below.

JOHNNIE BURNS

**THE VILLAGE OF YELLOW
SPRINGS, GREENE COUNTY,
OHIO**

Johnnie Burns

By _____
**Gavin Devore-Leonard,
Village Council President**

Date

Date

Approved as to form:

Amelia Blankenship, Village Solicitor

Date

MEMORANDUM

TO: Yellow Springs Village Council
FROM: Council Member Stephanie Pearce
DATE: September 18, 2026
RE: Active Transportation Committee Update

The Active Transportation Committee continues working with GFT on the updated Active Transportation Plan. The public survey has now closed, and the feedback collected will help inform the final plan and identify where residents experience barriers while walking, biking, rolling, or otherwise getting around the Village. GFT has also been gathering input through community events, with additional outreach planned this fall. The plan is still on track to be completed early next year. Nia (PZA) has also brought some especially useful perspective to recent discussions around sidewalks and how we can be more thoughtful about accessibility and pedestrian infrastructure as new development occurs.

I also attended the Miami Valley Regional Active Transportation meeting, where we discussed updates to regional trail maps and the continued growth of e-bikes and other electric mobility devices. Regional conversations continue around safety, education, accessibility, and how local communities connect with the larger Miami Valley trail system.

I'm looking forward to seeing some of this planning translate more directly into action, particularly around school-area safety, ADA access, and other accessibility concerns that have been raised repeatedly for some time but not always fully addressed. As the Village enters a new administrative chapter and the updated plan takes shape, I'm hopeful we can give those issues more consistent attention and move more of them from discussion into implementation.

MEMORANDUM

TO: Yellow Springs Village Council
FROM: Council Member Stephanie Pearce
DATE: September 16, 2026
RE: Rental Housing Work Update

The July rental housing listening sessions provided a useful starting point, with input from both landlords and tenants helping identify areas where more education, better systems, and clearer support may be needed. We are continuing to collect input from the public, and I expect to repeat a similar but broader engagement model so more people have an opportunity to participate before we move into the next phase of the work.

The updated Bowen Housing Study also reinforced the need for this work. After a few data issues in the initial study were identified and corrected, the revised findings continued to show housing gaps and affordability pressures in Yellow Springs, including challenges affecting renters. The study also underscored the importance of addressing housing conditions and code-related concerns, not just availability and cost. Taken together, those findings give us a stronger factual foundation as we continue considering what kinds of education, resources, mediation, code enforcement tools, administrative systems, and other practical supports may actually be useful.

At the same time, some of the supporting pieces are beginning to take shape. The YSCF Community Action Program group is helping develop educational materials around rental housing issues and may also assist with in-person surveys and outreach at upcoming public events. Nia (PZA) has researched software options that could support a rental registry and make the administrative side of that work manageable.

Another next step is to meet with those involved in the Village mediation program to better understand its current capacity, outlook and goals, and to explore whether it could play a more useful role in helping landlords and tenants resolve conflicts before they become larger problems.

The goal at this stage is to move from simply identifying concerns toward building a practical set of tools, resources and systems that can support healthier landlord-tenant relationships, improve housing stability, and give the Village a clearer and more effective role when problems arise.

MEMORANDUM

TO: Yellow Springs Village Council
FROM: Council Member Stephanie Pearce
DATE: September 18, 2026
RE: Yellow Springs Schools Update

The School Board continues to receive regular construction updates as work progresses on both sites. Construction and facilities remain a major focus as the school year gets underway, with continued coordination around work schedules, building access, student transitions, and the timing of moves into completed spaces. The district continues working toward getting students and staff into the renovated and new spaces as portions of the project are completed, while managing the temporary arrangements currently in place. Teachers and students continue to navigate a lot of disruption with patience and flexibility, and everyone is understandably looking forward to completed spaces and a more normal school routine.

The Mills Lawn Bulldog Bike Bus has also started back up, giving students and families another fun and active way to travel to school together while reinforcing safe biking habits and visibility around school routes.

I also look forward to seeing several school-area safety concerns that have been raised repeatedly for some time receive more consistent attention as Village leadership transitions. With the schools still adjusting to construction-related changes and traffic patterns continuing to shift, I hope we can make meaningful progress in actively addressing pedestrian crossings, signage, traffic behavior, driver and pedestrian behavior around school zones, and other safety issues around our school sites.

MEMORANDUM

TO: Yellow Springs Village Council
FROM: Council Member Stephanie Pearce
DATE: September 18, 2026
RE: Yellow Springs Development Corporation Update

The YSDC continues its broader discussion about what role the organization should play in economic development in Yellow Springs. That includes looking at its mission, priorities, available tools and capacity, and where YSDC can take a more proactive role in identifying and pursuing economic development opportunities rather than primarily responding to projects or needs as they arise. Nia (PZA) has brought some particularly thoughtful and practical ideas into those conversations, helping push the discussion beyond general planning and toward more strategic ways YSDC can identify and act on opportunities.

We also received updates on ongoing improvements at 252 and 254 Xenia Avenue and the financial picture for those properties. Work has included safety and code-related improvements, bathroom upgrades, exterior painting and roof work, along with continued discussion about longer-term plans for renovation of the historic buildings while keeping the downtown spaces active.

I'm looking forward to seeing how the fresh perspectives brought into these conversations over the past several months help us wrap up the planning loop, settle on practical and meaningful strategies, and move YSDC toward a clearer direction and a more active role in supporting economic development in Yellow Springs.

Active Transportation Update

Corner of Elm and Walnut — Recommendation: Flashing Stop Sign

- **Limited visibility when turning from Elm Street onto Walnut Street:** Drivers turning from Elm onto Walnut cannot adequately see oncoming traffic without pulling forward into the crosswalk. This creates a potential pedestrian and vehicle safety concern.
- **Drivers rolling through the stop sign:** Cars occasionally fail to make a complete stop at the intersection. A police officer was present at the corner on most school days during the first week to monitor the intersection.
- **Volunteer observations during the first week of school:** Volunteers counted vehicles that rolled through the stop sign without coming to a complete stop:

Total: 73 vehicles were observed rolling through the stop sign during the first week, averaging **14.6 vehicles per day**.

Stop-sign violations observed during first week:

	Monday	Tuesday	Wednesday	Thursday	Friday
Number of Cars Observed	17	17	12	12	15

- **Recommended improvements:** Install a **flashing stop sign** to increase visibility and alert approaching drivers that a stop is required at the intersection.





Intersection of Elm and Winter — Recommendation: Larger Sign and Painted Curbs

- **Current K–4 Bus Drop-off Point:** This intersection is currently identified as the designated area for bus drop-off.
- **No Parking sign is too small:** The existing sign is difficult for drivers to see. Vehicles have been parking in the designated drop-off area, creating a potential safety hazard for students. On one occasion, a bus was unable to pull fully off the road and had to unload students from the roadway.
- **Curbs are not clearly marked:** The curbs are not painted or otherwise clearly identified as a no-parking area. The lack of visible markings makes it unclear where vehicles should stop and creates a concern about vehicles parking too close to the crosswalk.
- **Recommended improvements:** Install a **larger, more visible No Parking/Bus Drop-Off sign** and **paint or otherwise clearly mark the curbs** to establish a safe no-parking zone extending an appropriate distance from the crosswalk.





Crosswalks Along Walnut Street — Recommendation: Handicap Spots moved back one spot

- **Current K–8 Parent Drop-off Point:** This area in front of the school is currently identified as the designated area for student drop-off.
- **Cars parked in handicap spots are obstructing the crosswalk:** Vehicles parked in the designated handicap spots must pull into the crosswalk and back into the parking spaces. The parked vehicles can obstruct the view of oncoming traffic, making it difficult for drivers to see students who are preparing to cross at the identified crosswalks.
- **Recommended improvements:** Move the designated handicap parking spaces one space away from their current locations and leave the currently marked handicap spaces as a clear area to improve visibility for both drivers and students.





This is the handicap parking spot in front of The Winds Wine Cellar, and this totally disabled individual must use a wheelchair for mobility. She is able to drive her vehicle with modifications, and has a therapy dog that travels with her. These photos highlight the safety issues with handicap parking on Xenia Avenue when there are not curb cuts forcing one to wheel on the street to the crosswalk and ramp to access the sidewalk. This does not meet ADA guidelines and we must work together to resolve these issues now while there are free resources available from the state and also grants available for our downtown area to make improvements. Please clarify how you plan to proceed beyond just saying "capital improvement plan". We need to avoid an incident that will be a financial issue for the Village. Let's move forward productively and get some simple things done now and show progress!

To: clerk@yellowsprings.gov

Dear Clerk of Council,

Please include this letter and the attached photographic evidence in the official meeting packet for the upcoming Village Council meeting on Monday, September 21, 2026. I am submitting this under the "Citizen Concerns" portion of the agenda regarding an unresolved municipal infrastructure issue that is causing water buildup and a safety hazard in the front of my property.

Property Location: 424 N. Winter St. Yellow Springs

Issue Summary:

A stormwater culvert located near the street in my front yard collapsed about 8 or 9 years ago. I was teaching overseas. A Village maintenance crew responded by filling the collapsed pit with smaller stones. While intended as a fix, this stone fill eventually and essentially blocked the culvert pipe. As a direct result of this obstruction, stormwater no longer flows through the system and there is heavily pooling of water across my front yard, creating an active property hazard.

Administrative Actions Taken:

- **Initial Request:** I was in touch with the village about another issue of water coming from behind my house that caused flooding in late May and early June. I was told by Nia Holt, Yellow Springs planning and zoning administrator, to reach out to the Greene County water conservation district, which put me in touch with Ken Middleton, an urban and erosion control specialist with Greene County. Ken came to my house, I think June 28, 2026, and suggested I have a berm dug in my back yard and ultimately tie into the culvert if possible. I talked to Ken, Tanner Bussey from the village water department and a neighbor about where the culvert drain emptied out. Ken suggested that I dig out the stones to see where the water went. Tanner said he did not have the manpower at that time to dig out the culvert, but if I dug out the stones, he would come in August to evaluate it. I dug out the stones but I didn't hear from the village so I called Sept. 9, left a message, and was told by Ms. Holt the next day that Tanner said there would be no work order issued. I guess the village removed the cones they lent me. Also, I was told by Ms. Holt that if I got an engineer to come up with plans they would work with us. I called 7 engineering firms - only one replied and said it would cost me \$1,400 to have them evaluate. I don't have it. I put in a work order for the culvert anyway on Sept. 11.
- **Village Response:** The Village administration apparently reviewed the site but subsequently informed me that there is nothing further they can or will do to resolve the blockage or repair the pipe culvert.
- Because flooding during heavy rain is a direct consequence of a municipal repair blocking a right-of-way stormwater line, I am appealing to the Village Council to direct the Village Manager and the Public Works department to re-evaluate this site, clear the stone obstruction, and properly replace the collapsed culvert and infrastructure, and cover with a grate for safety.

I have attached photos showing the stone blockage inside the pipe. I look forward to addressing the Council in person on September 21.

Thank you for your assistance in distributing this to the Council members, the Village Manager, and the Village Solicitor.

Sincerely,

John Millman

937-207-7718









To: Village Council Members
Subject: Traffic Safety
From: Jerry Papania
Date: September 16, 2026

Safety has been an important element in my career as an engineer. I have previously had responsibilities as an OSHA Construction Outreach Trainer and as a Safety Administrator for an engineering firm. I am writing concerning two traffic intersection sight distance issues that have long been ignored.

On August 16, 2021 I sent an email to the Village Manager and the Police Chief advising of my experience with two recent near-miss traffic accidents due to lack of adequate sight distance caused by vehicles parked too close to an intersection and obstructing the sight distance required to safely cross the intersection. These incidents occurred at the Davis St./Xenia Ave. intersection and the High St./Dayton St. intersection. I suggested that a site assessment should be done by Village personnel or a Traffic Engineer. The Village Manager replied that "I will take this as a complaint so that we may act upon it. I am including our public works director as well. We'll look into this".

The problem at the Davis St intersection lies in the fact that vehicles parked in front of the library close to the Davis St. intersection limits the sight distance of drivers traveling west on Davis St. Parking needs to be restricted in front of the library at a distance from the intersection that will allow adequate sight distance for drivers crossing Xenia Ave. or turning left. The speed limit on Xenia Ave at this intersection is 35 MPH. ODOT Intersection Sight Distance (ISD) guidelines for maneuvers at intersecting streets with a 35 MPH speed limit are as follows:

Right turn or crossing maneuver from stop - 335'

Left turn from stop - 390'

This cannot be achieved if parking is allowed as currently permitted in front of the library. Elimination of a few parking spaces in front of the library does not adversely impact library users as adequate parking is available in the lot behind the facility. Use of the library parking lot is also a safer alternative as it avoids open car doors in the Xenia Ave. travel path.

A similar problem exists at the High St./Dayton St. intersection where vehicles parked as currently allowed on the SE corner limit the sight distance for drivers crossing the intersection and traveling North on High St. or turning left onto Dayton St. ODOT Intersection Sight Distance (ISD) guidelines for maneuvers at intersecting streets with a 25 MPH speed limit are as follows:

Right turn or crossing maneuver from stop - 240'

Left turn from stop - 280'

This cannot be achieved if parking is allowed as currently permitted. Note that there was a recent serious accident at this intersection as the result of speeding motorist and limited sight distance.

I again emailed the Village Manager on May 18, 2022 and received a response that "I am forwarding your complaint to code enforcement". I again emailed the Village Manager on August 11, 2022 asking if the sight distance issue at the two intersections would be addressed and when it would happen. I mentioned that the sight distance at these intersections was not in compliance with published standards and since the Village had not taken any action on this issue that he should be aware of potential liability resulting from an accident or injury at these locations since the Village has been notified of this issue. I received no response.

In an early 2023 conversation with the Village Manager I again asked if action was planned to improve sight distance at these intersections and was told that traffic calming designs were in the works and that the issue would be addressed. On April 28, 2023 I emailed the Village Manager saying that I was aware that Dayton St. was scheduled for repaving and asked if the sight distance issue would be addressed with necessary parking restrictions. No response was received

After the traffic calming "bump outs" were installed at these two locations parking was still allowed that resulted in impaired sight distance. I subsequently emailed the Public Works Director on May 24, 2024 and again brought attention to the issue. I received no response. No action has been taken.

Five years after initially identifying this problem to the Village Administration and subsequent follow-up communications urging action it is past time to address this issue. Public safety demands that parking be restricted to allow adequate sight distance at these intersections. Adequate sight distance at these intersections needs to be recognized in accordance with published standards and curbs painted and proper signage installed

See attached excerpts from the ODOT Design Manual.

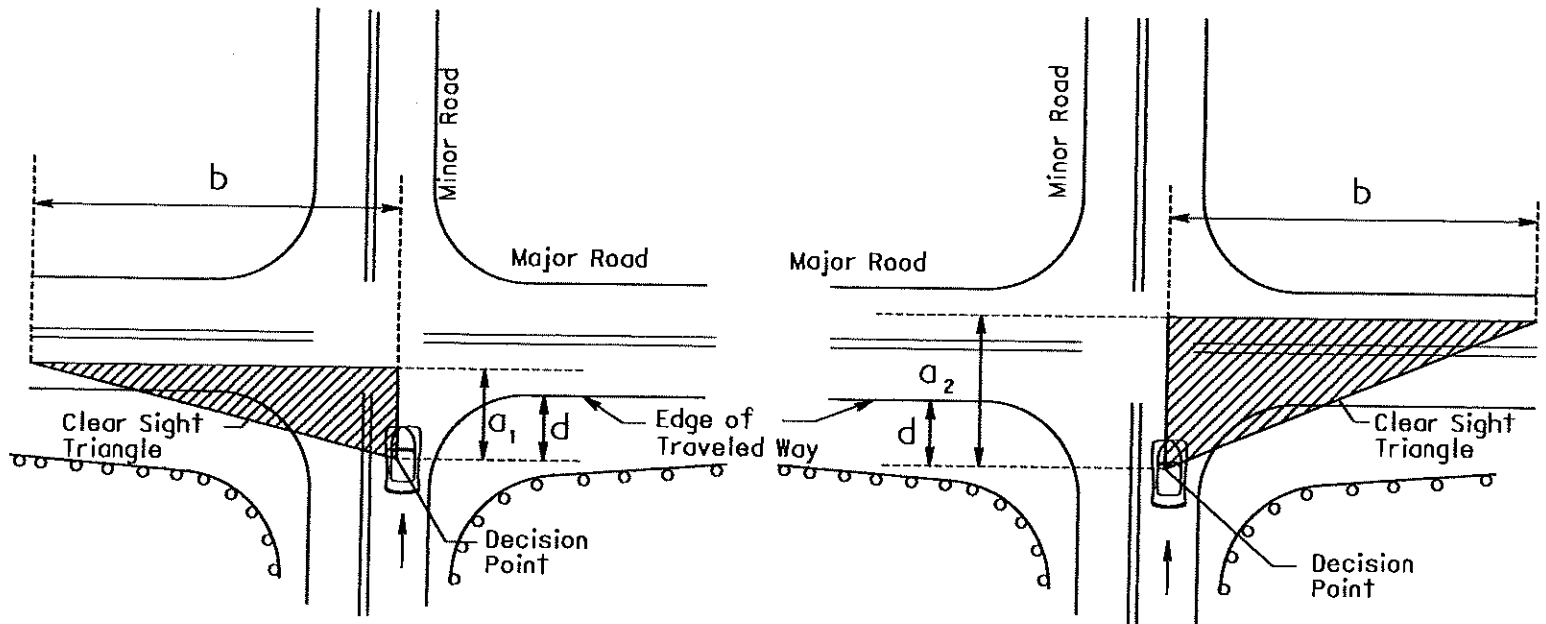
Thank you for consideration of this matter.



INTERSECTION SIGHT TRIANGLES

201-4

REFERENCE SECTION
201.3.1 & 201.3.3



Sight Triangle for Viewing
Traffic Approaching from the Left

Sight Triangle for Viewing
Traffic Approaching from the Right

DIAGRAM A - SIGHT TRIANGLES

- a_1 = The distance, along the minor road, from the decision point to 1/2 the lane width of the approaching vehicle on the major road.
- a_2 = The distance, along the minor road, from the decision point to 1 1/2 the lane width of the approaching vehicle on the major road.
- b = Intersection Sight Distance
- d = The distance from the edge of the traveled way of the major road to the decision point. The distance should be a minimum of 14.5' and 18.0' preferred.

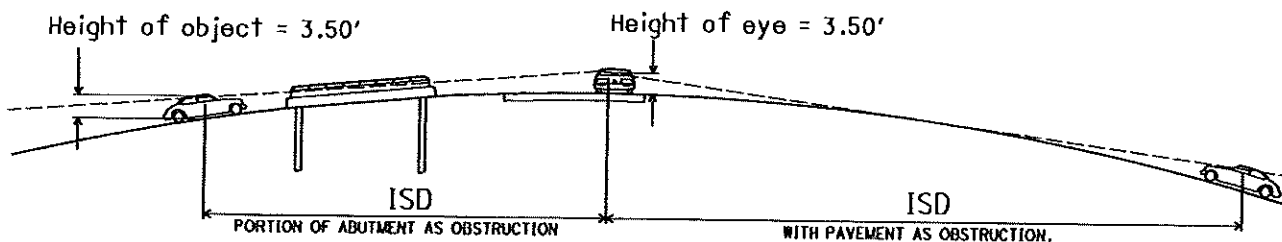


DIAGRAM B - VERTICAL COMPONENTS (Sec. 201.3.3)

INTERSECTION SIGHT DISTANCE

201-5

REFERENCE SECTION
201.3, 201.3.1,
201.3.2 & 201.3.3

(See Following Page for Additional Figures & Notes)

HEIGHT OF EYE 3.50'

HEIGHT OF OBJECT 3.50'

DESIGN SPEED (mph)	Passenger Cars Completing a Left Turn from a Stop (assuming a t_g of 7.5 sec.)		Passenger Cars Completing a Right Turn from a Stop or Crossing Maneuver (assuming a t_g of 6.5 sec.)	
	ISD (ft.)	K-CREST VERT. CURVE	ISD (ft.)	K-CREST VERT. CURVE
15	170	10	145	8
20	225	18	195	14
25	280	28	240	21
30	335	40	290	30
35	390	54	335	40
40	445	71	385	53
45	500	89	430	66
50	555	110	480	82
55	610	133	530	100
60	665	158	575	118
65	720	185	625	140
70	775	214	670	160

If ISD cannot be provided due to environmental or R/W constraints, then as a minimum, the SSD for vehicles on the major road should be provided.

$$ISD = 1.47 \times V_{\text{major}} \times t_g$$

ISD = intersection sight distance (ft.)

V_{major} = design speed of major road (mph)

t_g = time gap for minor road vehicle to enter the major road (sec.)

Using: S = Intersection Sight Distance

L = Length of Crest Vertical Curve

A = Algebraic Difference in Grades (%), Absolute Value

K = Rate of Vertical Curvature

- For a given design speed and an "A" value, the calculated length "L" = $K \times A$

- To determine "S" with a given "L" and "A", use the following:

For $S < L$: $S = 52.92 \sqrt{K}$, where $K = L/A$

For $S > L$: $S = 1400/A + L/2$

To: Village Council
Subject: Village Utilities
From: Jerry Papania
Date: September 16, 2026

In summer 2025 I attended a Council Work Session open to the public that was focused on the topic of housing. During the session a question arose regarding the capability of the village utilities to support additional housing units. The Village Manager replied that there was wastewater treatment capacity to accommodate additional housing but if the demand reached 80% of the design capacity of the wastewater treatment plant (WWTP) an upgrade to the facility would be required. Additionally, the village power distribution system was approaching its capacity limits and would eventually require a village-owned substation capacity upgrade.

In the 8/21/26 edition of the YS News we learn from a wastewater engineering consultant that an \$8.65 million expenditure is required to upgrade village wastewater infrastructure including \$5.45 million to upgrade the WWTP currently operating at near design capacity. Why haven't the requirements for significant wastewater and power distribution upgrades been included in the additional housing discussion?

Asleep at the wheel or purposely not wanting to address the infrastructure impacts associated with the issue? Yellow Springs utility rates are currently the highest in the Miami Valley and village residents will likely be faced with additional increased utility costs. We pursue a mantra of additional housing without evaluating the costs associated with increased population while offering tax abatement incentives and promises of Tax Incentive Financing to developers. Affordable living is an increasing concern of many in the village with limited financial resources. A rigorous analysis of the financial impacts associated with population growth needs to take place. The "build it and they will come" mentality needs to be accompanied by a "if they build it who will foot the bill" evaluation that is shared with the public and contributes to informed decision making.

Council should consider imposing "impact fees" or including charges for utility systems tap-in fees to cover construction, operation, and maintenance costs associated with increased population demands on Village services as the Village considers approval of housing projects.



Sept 17, 2026

Dear Community,

So much has happened in these last weeks. We are squarely in the midst of transition and change, and at the same time life in the Village continues. I recognize that this has been an emotional and uncertain time for many. I have heard and understood that communication continues to be necessary to building and maintaining trust with the community. With that, I am trying to write more and share more about the work I am doing as a Village Council member.

- For the **strategic planning process**, 22 applicants responded to the call for proposals and the short list was narrowed down to 5 candidates, all of whom were interviewed in person. Now we are looking at our specific needs and timeline as we hone down to the best fit for the 10-12 month process we will begin. In all five interviews, I heard professional planners describe how we face challenges that are common to many small municipalities: infrastructure needs now and into the future, budgeting needs and possibilities, increasing costs of living and housing, falling affordability and hence diversity of residents. There is a unique opportunity here to look at these challenges together - holistically one might say - with the staff and with the community at large - facilitated by professionals - and work on strategy to address them in relation to one another, not in a vacuum apart from one another.
- I met with the Save Frogtown group that is advocating for continued conservation on **Glass Farm** on Sunday, Aug 30. Thank you Pam, Jayne and everyone there for being so welcoming and open to sharing perspectives and priorities with one another. It is admirable the community building that has developed there, but also their outreach and openness to sharing and learning together. As I confirmed there, Council has not made any decisions about Glass Farm besides beginning an exploratory phase to learn more about this piece of Village property and to engage the community in the process. My personal learning from this all is that we should've communicated more clearly about what the intention was from the beginning and where we were in the process. With everything going on right now, the presentation about the community engagement plan by Nia Holt of Planning and Zoning has been moved to a future Council meeting.
- I have begun to plan the **next Housing Retreat** to continue to track progress on the goals outlined there. Once the agenda for the retreat is finalized, we will also specify opportunities for public input/conversation regarding these specific goals and plans.
- The work continues to prepare the groundwork for the **interim village manager** and identify both regular ongoing work as well as timely projects and events that require their attention. Gavin and I met with Jeff Sheridan who will be the interim village manager on 9/17 to have a preliminary meeting about most urgent projects, needs and plans once he begins on 9/21. Jeff will be present at the Council meeting on 9/21.
- In terms of the **village manager recruitment process**, we are receiving proposals from firms that specialize in these searches of our size, scale, and manner. We will likely have a conversation about the proposals, which will be in the packet, at our first meeting in October. I hear there is a desire for transparency and public involvement in this process,

and as it continues to take shape we will keep this top of mind and share more as we go. Most firms say that the process takes 3-4 months.

- After several conversations with community members and stakeholders, **safety at Mills Lawn** remains of concern. We have brought this to the interim village manager as a pressing priority of the community to address the street/safety concerns around the school, in coordination with the YS school leadership.
- The **budget process** is beginning and there will be two to three meetings. This will require significant staff and Council involvement as I understand it will be a major focus of the following months.
- The **recall issue** (the lack of stated language in our charter) is being researched by our staff and an update will be provided at the first October meeting.
- On a related topic, several people have asked me to resign; many others have asked me to not resign. I have decided **not to resign** after learning about and consideration of circumstances that are commonly associated with resignation from public office.
- How to engage in **productive, respectful public discourse** and sharing of information. Down the line I think there is interest in holding a public meeting/town hall about how we do this better. Chambers contains rules and procedures that limit the ability for back-and-forth conversation. The newspaper reaches approximately ¼ of the residents and is not conversational. Facebook is a platform, but limited in reach and scope, and I am told often veers away from productive and respectful. There's been talk of a podcast or interview series. We need more mechanisms for sharing info and conversing/debating in a healthy way.

Lastly, thank you to all residents who have reached out, written emails, or made time to meet. This is hard work, time consuming, and requires a great deal of listening and patience at every turn. I appreciate those who have taken the time and effort to express their confusion, anger and frustration about the last weeks, and shared that with me and allowed time and space for us to talk about it and ask questions and clarify opinions and reasonings. Thank you to those who have expressed appreciation and support, and acknowledgment of the complexity, nuance, and difficulty of this position.

I am reading a small paragraph of Taoist thought a day. There are so many metaphors connected to nature, but it's true: change is inevitable. "Thunder and rain at night. / Growth comes with a shock. / Expression and duration / Appear in the first moment." With change there is a great opportunity for growth. There is much work ahead of us, and it remains a privilege to do it.

Sincerely,
Angie